

**REQUEST FOR PROPOSAL
RFP COVER SHEET**

Administrative Information:

TITLE OF RFP:	Medical Examiner Case Management System		RFP #:	RFP1111588282
Agency:	Iowa Department of Administrative Services (DAS) on behalf of the Iowa Department of Public Health (IDPH) "Agency"		Available to Political Subdivisions?	Yes
State seeks to purchase:	Technology for case tracking in the Medical Examiner environment.			
Number of mos. or yrs. of the initial term of the contract:	One year	Number of possible annual extensions: 5	5 annual renewals of one year each	
State Issuing Officer:				
Name: Laurie Hoing CPPB, Purchasing Agent III				
Mailing Address: Iowa Department of Administrative Services General Services Enterprise, Procurement Services Hoover State Office Building, Level A 1305 East Walnut Street Des Moines, IA 50319-0105				
Phone: 515-281-0656				
e-mail: laurie.hoing@iowa.gov				
FAX: 515-725-0137				
PROCUREMENT TIMETABLE—Event or Action:			Date/Time (Central Time):	
State Posts Notice of RFP on TSB website			June 8, 2011	
State Issues RFP at http://bidopportunities.iowa.gov/			June 10, 2011	
Written questions, requests for clarification, and suggested changes from Contractors due			June 24, 2011	
Agency's written response to questions, requests for clarifications, and suggested changes			July 1, 2011	
Bid Proposals Due no later 3:00 p.m. Central Standard Time			August 5, 2011	
Relevant Websites:		Web-address:		
Internet website where Addenda to this RFP will be posted:		http://bidopportunities.iowa.gov/		
Number of Copies of Bid Proposals Required to be Submitted:			1 CD, 1 original and 7 copies	
Firm Bid Proposal Terms Per Section 3.2.13, the minimum Number of Days following the deadline for submitting bid proposals that the Contractor guarantees all bid proposal terms, including price, will remain firm:			180 days	

An MS Word version of this PDF file is available upon request to the Issuing Officer

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Section 1 Introduction

1.1. Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals from Responsible Contractors to provide the goods and/or services identified on the RFP cover sheet and further described in Section 4 of this RFP to the Agency identified on the RFP cover sheet. The Agency, in its sole discretion, may extend the Contract(s) for up to the number of annual extensions identified on the RFP cover sheet.

1.2. Definitions

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

Procurement related definitions

- 1.2.1. "Agency"** means the agency identified on the RFP cover sheet that is issuing the RFP and any other agency that purchases from the Contract.
- 1.2.2. "Case Management System" or "System"** means a technology solution for tracking and managing cases in the Medical Examiner environment.
- 1.2.3. "Contract"** means the contract(s) entered into with the successful Contractor(s) as described in Section 6.1.
- 1.2.4. "Contractor"** means a vendor submitting Proposals in response to this RFP.
- 1.2.5. "Department"** means the Iowa Department of Administrative Services.
- 1.2.6. "Iowa Office of the State Medical Examiner" or "IOSME"** means the State Medical Examiner's Office located within the Iowa Department of Public Health.
- 1.2.7. "Proposal"** means the Contractor's proposal submitted in response to the RFP.
- 1.2.8. "Responsible Contractor"** means a Contractor that has the capability in all respects to perform the requirements of the Contract. In determining whether a Contractor is a Responsible Contractor, the Agency may consider various factors including, but not limited to, the Contractor's competence and qualifications to provide the goods or services requested, the Contractor's integrity and reliability, the past performance of the Contractor and the best interest of the Agency and the State.
- 1.2.9. "Responsive Proposal"** means a Proposal that complies with the material provisions of this RFP.
- 1.2.10. "RFP"** means this Request for Proposals and any attachments, exhibits, schedules or addenda hereto.
- 1.2.11. "State"** means the State of Iowa, and the Iowa Department of Public Health.

Medical Examiner related definitions:

- 1.2.12 "Bar Code" Bar Code:** A Bar Code is a series of parallel lines that can be read by an optical scanner and decoded by a computer into usable information.
- 1.2.13 "DICOM" Digital Imaging and Communications in Medicine:** DICOM is a standard for handling, storing, printing and transmitting information in medical imaging. It includes a file format definition and a network communications protocol. DICOM files can be exchanged between two entities that are capable of receiving image and patient data in DICOM format. DICOM enables the integration of scanners, servers, workstations, printers, and network hardware from multiple manufacturers into a picture archiving and communication System.

- 1.2.14 “Globally Unique Identifier”** Globally Unique Identifier: Also known as “GUID” or “Unique Identifier” is a data type that the Department uses for Primary Key and foreign key assignments in our databases. The “GUID” is composed of 32 Alfa-numeric values (0-9 or a-f) separated by 4 dashes in the following format (xxxxxxxx-xxxx-xxxx-xxxx-xxxxxxxxxxxx) (6F9619FF-8B86-D011-B42D-00C04FC964FF is a valid GUID). The GUID can be created by any layer of the application (Front end-Middle Tier-Backend) and guaranteed to be unique.
- 1.2.15 “HIPAA Privacy Rule”** *Health Insurance Portability and Accountability Act Privacy Rule:* The HIPAA Privacy Rule establishes regulations for the use and disclosure of Protected Health Information. This may include any part of an individual's medical record or payment history.
- 1.2.16 “HL7”** *Health Level 7:* HL7 is a technology standard that defines the format and content of messages health application Systems must use to share information between disparate Systems
- 1.2.17 “INV#”** *Investigation Identifier Number:* The INV# is a unique chronological number assigned to all investigations referred to the Iowa Office of the State Medical Examiner.
- 1.2.18 “Medical Examiner”** *Medical Examiner:* A Medical Examiner is a physician trained in medicine to perform autopsies on the bodies of persons supposed to have died from unnatural causes and to investigate the cause and circumstances of such deaths.
- 1.2.19 “NAME”** *National Association of Medical Examiners:* The National Association of Medical Examiners is the national professional organization of physician medical examiners, medical death investigators and death investigation System administrators who perform the official duties of the medicolegal investigation of deaths of public interest in the United States. As part of its mission to improve the quality of death investigation nationally and to recognize excellence in death investigation System, the NAME offers a voluntary inspection and accreditation program for medicolegal death investigative offices. Accreditation by NAME is an honor and significant achievement for an office. It signifies to the public that the office is performing at a high level of competence and public service.
- 1.2.20 “SME#”** *State Medical Examiner Identifier Number:* The SME# is a unique chronological number assigned to new cases/decedents arriving at the Iowa Office of the State Medical Examiner.
- 1.2.21 “User”** means a person who has been authorized to access or use the System by IOSME.

1.3. Overview of the RFP Process

Contractors will be required to submit their Proposals in hardcopy and on CD-ROM. It is the Agency's intention to evaluate Proposals from all Responsible Contractors that submit timely Responsive Proposals, and award the Contract(s) in accordance with Section 5, Evaluation and Selection.

1.4. Background Information

This RFP is designed to provide Contractors with the information necessary for the preparation of competitive Proposals. The RFP process is for the Agency's and Agencies' benefit and is intended to provide the Agency with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Contractor is responsible for determining all factors necessary for submission of a responsive Proposal.

The Iowa Office of the State Medical Examiner is a bureau within the Iowa Department of Public Health (IDPH). The Bureau Chief is the State Medical Examiner, who is appointed and serves at the pleasure of the Director of the IDPH upon the advice of and in consultation with the Director of Public Safety and the Governor of Iowa per Iowa Code 691.5.

The mission of the Iowa Office of the State Medical Examiner (IOSME) is to establish credibility in death investigation in a System that will operate efficiently and serve the needs of the citizens of Iowa.

The IOSME provides guidance and support to the County Medical Examiners who must investigate any and all violent, suspicious, and unexpected natural deaths that occur within their jurisdictions. The IOSME also provides forensic autopsy, investigative, and consultative services when requested to do so by County Medical Examiner personnel and law enforcement agencies. The ultimate goal of the forensic investigation and autopsy is to develop logical, scientific, and unbiased information necessary to determine the cause and manner of death for proper and accurate completion of the death certificate. The autopsy report, evidence collected, and court testimony provided are critical to both civil court and murder trials.

Medical Examiners are also responsible for issuing all cremation permits throughout the State of Iowa. Cremation permits are legal documents authorizing funeral homes and crematories to cremate human remains, following a medicolegal investigation of the decedent's medical history and circumstances surrounding death.

The State and the IOSME is looking to procure an electronic Medical Examiner's Case Management System. The Case Management System will include the following functionality:

1. Tracking of requesting and receiving case information, including investigation reports, medical records, test results (toxicology, neuropathology etc)
2. Tracking and managing status of bodies with bar code including when body received, status "ready for release" or "hold", and when body released
3. Tracking of evidence (needs to follow strict chain-of –custody and utilize bar code)
4. Manage statistical data (ie cause of death, manner of death, county of death, weapons responsible for death, drugs involved in death, turn-around times etc)
5. Manage digital photography and digital x-ray files
6. Accounting/ billing
7. Ability to integrate with future Iowa electronic death certificate System
8. Web based portal to allow remote submission of investigation forms
9. Ability to electronically distribute autopsy reports
10. Track supply inventory
11. Ability to electronically share information with other official agencies.

The State and IOSME are seeking a Case Management System solution that will eliminate duplication of effort; increase processing efficiencies and automation; improve data quality, invoice creation and tracking and provide immediate, up-to-date, accurate information to other agencies which are investigating time sensitive incidents such as infectious disease outbreak or criminal investigations. The information will be available electronically, in real-time, to other official agencies.

Section 2 Administrative Information

2.1 Issuing Officer

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

2.2 Restriction on Communication

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

2.3 Downloading the RFP from the Internet

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

2.4 Procurement Timetable

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

2.5 Pre-Proposal Conference

A Pre-Proposal Conference will not be held.

2.6 Questions, Requests for Clarification, and Suggested Changes

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

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

2.7 Amendment to the RFP

The Department reserves the right to amend the RFP at any time using an addendum. The Contractor shall acknowledge receipt of all addenda in its Proposal. If the

Department issues an addendum after the due date for receipt of Proposals, the Department may, in its sole discretion, allow Contractors to amend their Proposals in response to the addendum.

2.8 Amendment and Withdrawal of Proposal

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

2.9 Submission of Proposals

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

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

2.10 Proposal Opening

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

2.11 Costs of Preparing the Proposal

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

2.12 No commitment to Contract

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

2.13 Rejection of Proposals

The Department or the Agency will reject outright and not evaluate a Proposal for reasons including without limitation:

2.13.1 The Contractor fails to deliver the Cost Proposal in a separate envelope.

2.13.2 The Contractor fails to submit its Proposal by the due date for Proposals on the RFP cover page.

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

- 2.13.3** The Contractor acknowledges that a mandatory (Pass/Fail) requirement of the RFP cannot be met.
- 2.13.4** The Contractor's Proposal changes a material requirement of the RFP or the Proposal is not compliant with the mandatory requirements of the RFP.
- 2.13.5** The Contractor's Proposal limits the rights of the Agency.
- 2.13.6** The Contractor fails to include information necessary to substantiate that it will be able to meet a requirement of the RFP as provided in Section 3 of this RFP.
- 2.13.7** The Contractor fails to timely respond to the Agency's request for information, documents, or references.
- 2.13.8** The Contractor fails to include Proposal Security, if required.
- 2.13.9** The Contractor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 3 of this RFP.
- 2.13.10** The Contractor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the requirements of this RFP.
- 2.13.11** The Contractor initiates unauthorized contact regarding the RFP with state employees.
- 2.13.12** The Contractor provides misleading or inaccurate responses.
- 2.13.13** The Contractor's Proposal is materially unbalanced.
- 2.13.14** There is insufficient evidence (including evidence submitted by the Contractor and evidence obtained by the Agency from other sources) to satisfy the Agency that the Contractor is a Responsible Contractor submitting a Responsive Proposal.
- 2.13.15** The Contractor alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter.

2.14 Nonmaterial Variances

The Department or the Agency reserves the right to waive or permit cure of nonmaterial variances in the Proposal if, in the judgment of the Department or the Agency, it is in the State's best interest to do so. Nonmaterial variances include but are not limited to: minor failures to comply that do not affect overall responsiveness, that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other Contractors, that do not change the meaning or scope of the RFP, or that do not reflect a material change in the requirements of the RFP. In the event the Department or the Agency waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the Contractor from full compliance with RFP specifications or other Contract requirements if the Contractor is awarded the Contract. The determination of materiality is in the sole discretion of the Department or the Agency.

2.15 Reference Checks

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

2.16 Information from Other Sources

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

2.17 Verification of Proposal Contents

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

2.18 Proposal Clarification Process

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

2.19 Disposition of Proposals

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

2.20 Public Records and Requests for Confidential Treatment

The Department will treat all information submitted by a Contractor as public records unless the Contractor properly requests that specific parts of the Proposal be treated as confidential at the time of submitting the Proposal. The Agency's release of public records is governed by *Iowa Code chapter 22*. Contractors are encouraged to familiarize themselves with Chapter 22 before submitting a Proposal. The Department will copy and produce public records as required to comply with Chapter 22 or other applicable law.

Any request for confidential treatment of specific information must be included in the transmittal letter with the Contractor's Proposal. In addition, the Contractor must enumerate the specific grounds in *Iowa Code Chapter 22* or other applicable law which support treatment of the material as confidential and explain why disclosure is not in the best interest of the public. Pricing information cannot be considered confidential information. The request for confidential treatment of information must also include the name, address, and telephone number of the person authorized by the Contractor to respond to any inquiries by the Department concerning the confidential status of the materials.

Any Proposal submitted which contains information for which Contractor is requesting Confidential treatment must be conspicuously marked by the Contractor on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information. **Failure to properly identify specific information as confidential shall relieve Department or State personnel from any responsibility if confidential information is viewed by the public or a competitor, or is in any way released. If Contractor identifies its entire Proposal as confidential, the Department may reject the Proposal as non-responsive.**

If the Contractor designates any portion of its Proposal as confidential, the Contractor must submit a copy labeled as "Public Copy" from which the confidential information has been excised. This excised copy is in addition to the number of copies requested in Section 3 of this RFP. The confidential material must be excised in such a way as to

allow the public to determine the general nature of the material removed and to retain as much of the Proposal as possible.

If Department receives a request for information that includes information Contractor has marked as confidential, Department will give written notice to the Contractor at least seven calendar days prior to the release of the information to allow the Contractor to seek injunctive relief pursuant to *Section 22.8* of the *Iowa Code*. After seven calendar days, the Department will release the information marked confidential unless a court of competent jurisdiction determines the information is confidential under *Iowa Code Chapter 22* or other applicable law.

The Contractor's failure to request confidential treatment of material will be deemed a waiver of any right to confidentiality the Contractor may have had.

2.21 Copyright Permission

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

2.22 Release of Claims

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

2.23 Contractor Presentations

At the sole discretion of the Agency, Contractors may be required to make a presentation of the Proposal. The presentation may occur at the Agency's offices, via webinar or other location as specified by the Agency. The Agency requires the Contractors' technical lead, project manager, and contract administrator involved in providing the goods and services contemplated by this RFP to be present at the presentation whether in person or via a webinar. If the presentation is via webinar the Contractor may send a representative to attend in person.

The determination as to need for presentations, the location, order, and schedule of the presentations is at the sole discretion of the Agency. The presentation may include slides, graphics and other media selected by the Contractor to illustrate the Contractor's Proposal. The presentation shall not materially change the information contained in the Proposal. See section 5 for additional information.

2.24 Evaluation of Proposals Submitted

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

2.25 Award Notice and Acceptance Period

Notice of Intent to Award the Contract(s) will be sent to all Contractors submitting a timely Proposal. Negotiation and execution of the Contract(s) shall be completed no later than thirty (30) days from the date of the Notice of Intent to Award or such other time as designated by Agency. If the successful Contractor fails to negotiate and deliver an

executed Contract by that date, the Agency, in its sole discretion, may cancel the award and award the Contract to the remaining Contractor the Agency believes will provide the best value to the State.

2.26 No Contract Rights until Execution

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

2.27 Choice of Law and Forum

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

2.28 Restrictions on Gifts and Activities

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

2.29 No Minimum Guaranteed

The Department and the Agency do not guarantee any minimum level of purchases under the Contract.

2.30 Appeals

A Contractor whose proposal has been timely filed and who is aggrieved by the award of the Department may appeal the decision by filing a written notice of appeal (in accordance with 11—Chapter 105.20, Iowa Administrative Code) to: The Director of the Department of Administrative Services, Hoover State Office Building, Des Moines, Iowa 50319-0104 and a copy to the Issuing Officer. The notice must be filed within five days of the date of the Notice of Intent to Award issued by the Department, exclusive of Saturdays, Sundays, and legal state holidays. The written notice may be filed by fax transmission to 515.725.0137. The notice of appeal must clearly and fully identify all issues being contested by reference to the page, section and line number(s) of the RFP and / or the notice of Intent to Award. A notice of appeal may not stay negotiations with the apparent successful Contractor.

SECTION 3 FORM AND CONTENT OF BID PROPOSALS

3.1. Instructions

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

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

RFP Number: RFP1111588282
RFP Title: Medical Examiner Case Management System
Laurie Hoing
Iowa Department of Administrative Services
General Services Enterprise, Procurement Services
Hoover State Office Building, Level A
1305 East Walnut Street
Des Moines, IA 50319-0105

[Contractor's Name and Address]

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

- 3.1.2.** One (1) original, one (1) CD and seven (7) copies of the Bid Proposal shall be timely submitted to the Issuing Officer.

Example:

Technical Envelope(s) Contains(s):
Original Proposal & Copies
Technical Proposal on CD
Public Copy if submitted
Electronic Public Copy on same CD
if submitted

Cost Proposal Envelope Contains:
One copy of the Cost Proposal
Cost Proposal on CD

- 3.1.3.** If Contractor designates any information in its Proposal as confidential pursuant to Section 2, the Contractor must also submit one (1) copy of the Proposal from which confidential information has been excised as provided in Section 2 and which is marked "Public Copy".
- 3.1.4.** Proposals shall not contain promotional or display materials.
- 3.1.5.** Attachments shall be referenced in the Proposal.
- 3.1.6.** If a Contractor proposes more than one solution to the RFP requirements, each shall be labeled and submitted separately and each will be evaluated separately.

3.2 Technical Proposal

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

3.2.1 Transmittal Letter (Required)

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

3.2.2 Table of Contents

The Contractor shall include a table of contents of its Proposal and submit the check list of submittals per Attachment 3.

3.2.3 Executive Summary

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

3.2.3.1 Statements that demonstrate that the Contractor has read, understands and agrees with the terms and conditions of the RFP including the contract provisions in Section 6.

3.2.3.2 An overview of the Contractor's plans for complying with the requirements of this RFP.

3.2.3.3 Any other summary information the Contractor deems to be pertinent.

3.2.4 Specifications and Technical Requirements

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

3.2.5 Contractor Background Information

The Contractor shall provide the following general background information:

3.2.5.1 Does your state have a preference for instate Contractors? Yes or No. If yes, please include the details of the preference.

3.2.5.2 Name, address, telephone number, fax number and e-mail address of the Contractor including all d/b/a's or assumed names or other operating names of the Contractor and any local addresses and phone numbers.

3.2.5.3 Form of business entity, i.e., corporation, partnership, proprietorship, limited liability company

3.2.5.4 State of incorporation, state of formation, or state of organization.

3.2.5.5 The location(s) including address and telephone numbers of the offices and other facilities that relate to the Contractor's performance under the terms of this RFP

3.2.5.6 Number of employees

3.2.5.7 Type of business

3.2.5.8 Name, address, e-mail address and telephone number of the Contractor's representative to contact regarding all contractual and technical matters concerning the Proposal

3.2.5.9 Name, address, e-mail address and telephone number of the Contractor's representative to contact regarding scheduling and other arrangements

3.2.5.10 Name, contact information, including e-mail addresses and qualifications of any subcontractors who will be involved with this project the Contractor proposes to use and the nature of the goods and/or services the subcontractor would perform.

3.2.5.11 Contractor's accounting firm

3.2.5.12 The successful Contractor will be required to register to do business in Iowa before payments can be made. For Contractor registration documents, go to: http://das.gse.iowa.gov/procurement/Contractor_reg.html . New Contractors will only be added if an award is made to that Contractor.

3.2.6 Experience

The Contractor must provide the following information regarding its experience:

3.2.6.1 Number of years in business.

3.2.6.2 Number of years experience with providing the types of goods and/or services sought by the RFP.

3.2.6.3 The level of technical experience in providing the types of goods and/or services sought by the RFP.

3.2.6.4 A list of all goods and/or services similar to those sought by this RFP that the Contractor has provided to other businesses or governmental entities.

3.2.6.5 References from three (3) previous customers or clients knowledgeable of the Contractor's performance in providing goods and/or services similar to the goods and/or services described in this RFP and a contact person, business address, email address, and telephone number for each reference.

3.2.7 Personnel

The Contractor must provide resumes for **all** key personnel who will be involved in providing the goods and/or services contemplated by this RFP. The personnel listed must be the people that will perform/provide goods and services for the Agency. Any changes in personnel during the project must be approved by the Agency. Additionally, replacement personnel must have comparable training, experience and ability as the person originally proposed for the job. The following information must be included in the resumes:

3.2.7.1 Full name.

3.2.7.2 Education including degrees, relevant certifications and the institution from which they were obtained.

3.2.7.3 Years of experience and employment history particularly as it relates to the requirements of the RFP.

3.2.7.4 Names and locations of employers for the past five years including the dates.

3.2.7.5 Specify the employment status of the personnel (e.g., subcontractor, employee of the contractor)

3.2.7.6 Location from where the personnel will perform applicable services (e.g., Agency facility, remote Contractor facility, off shore facility)

3.2.8 Financial Information

The Contractor must provide the following financial information:

3.2.8.1 Audited financial statements for the last 3 years

3.2.8.2 A minimum of three (3) financial references

3.2.9 Termination, Litigation, Debarment

The Contractor must provide the following information for the past five (5) years:

- 3.2.9.1** Has the Contractor had a contract for goods and/or services terminated for any reason? If so, provide full details regarding the termination.
- 3.2.9.2** Describe any damages or penalties assessed against or dispute resolution settlements entered into by Contractor under any existing or past contracts for goods and/or services. Provide full details regarding the circumstances, including dollar amount of damages, penalties and settlement payments.
- 3.2.9.3** Describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Contractor to engage in any business, practice or activity.
- 3.2.9.4** A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Contractor or its officers have been a party.
- 3.2.9.5** Any irregularities discovered in any of the accounts maintained by the Contractor on behalf of others. Describe the circumstances and disposition of the irregularities.

Failure to disclose these matters may result in rejection of the Proposal or termination of any subsequent Contract. The above disclosures are a continuing requirement of the Contractor. Contractor shall provide written notification to the Agency of any such matter commencing or occurring after submission of a Proposal, and with respect to the successful Contractor, following execution of the Contract.

3.2.10 Criminal History and Background Investigation

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

3.2.11 Acceptance of Terms and Conditions

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

3.2.12 Certification Letter

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

3.2.13 Authorization to Release Information

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

3.2.14 Firm Proposal Terms

The Contractor shall guarantee in writing the goods and/or services offered in the Proposal are currently available and that all Proposal terms, including price, will remain firm a minimum of 180 days following the deadline for submitting Proposals.

3.2.15 Project Plan

Contractors must submit a draft project plan as part of its Proposal. The project plan will cover both Contractor and Agency tasks and responsibilities, as well as a work schedule. The plan must contain a timeline in the number of days/weeks with start and stop dates for analysis, build, testing, pilot implementation and controlled rollout implementation of the Medical Examiner's Case Management System. The plan must contain a description of how the Project shall be managed, prioritized, and controlled. This must include the Project management structure (with organizational chart) and the method of Project status reporting. The plan must contain a detailed breakdown of Contractor's expectations for limited state resources that will be needed for the project, including number of state staff, qualifications, roles and responsibilities and the percentage of time for each state staff person

3.3 Cost Proposal

The Contractor shall provide its cost proposal in a separately sealed envelope for the proposed goods and/or services.

Contractors must follow the format as provided in the Cost Proposal form, Attachment 4. The form has two major sections: Scored Costs and Non-scored Costs. Only the scored costs will be used in calculating the cost proposal points to be awarded to Proposals. The Cost Proposal shall include upfront and ongoing costs for the initial term and the five potential renewal terms (see Attachment 4).

SECTION 4

SPECIFICATIONS AND TECHNICAL REQUIREMENTS

4.1 Overview

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

4.2 Mandatory (Pass/Fail) Requirements

All items listed in section 4.2 are Mandatory (Pass/Fail) Requirements. A pass/fail evaluation will be utilized for these requirements, which means that if a Contractor's Proposal does not meet one of the requirements the Proposal will be rejected. **Contractors must provide a full response to each Mandatory (Pass/Fail) Requirement without cross referencing other sections of the proposal. Contractors must use the table format and maintain numbering provided by the Agency to respond to each requirement.** Indicate with an "x" how the Contractor solution meets or exceeds the State requirement. Requirement status is defined as:

- **As Is** = Requirement is fully functioning and in use currently within a Medical Examiner's office environment
- **With Set Up** = Requirement is already developed and ready for implementation in a Medical Examiner office environment
- **Change to Software** = Requirement would need to be developed before being ready for implementation in a Medical Examiner office environment
- **Cannot Satisfy** = Requirement is out of the scope of the Contractor's software and will not be developed or provided.
- **Able to Currently Demonstrate** = Requirement is fully functioning and can be demonstrated either in person or through electronic means, such as a webinar.

In addition, the description must include, but is not limited to, the specific references and/or supportive materials as requested in the description field.

The Agency reserves the right to determine whether the supportive materials submitted by the Contractor demonstrate the Contractor will be able to comply with the Mandatory (Pass/Fail) Requirements.

4.2.1 Mandatory (Pass/Fail) General Requirements

ID	Requirement	P/F=Pass/Fail M=Mandatory D=Desired	Solution Meets or Exceeds State Requirement					Describe How Solution Satisfies Requirement
			As Is	With Set Up	Change to Software	Cannot Satisfy	Able to Currently Demo	
1	The System must satisfy NAME standards for accreditation.	P/F						
2	The System must continuously be compliant with HIPAA Privacy Law and Iowa State law requirements.	P/F						
3	The System must prompt the User to enter User ID and Password.	P/F						
4	The System must maintain Globally Unique Identifiers throughout the System.	P/F						
5	The System must have the capability to 'de-duplicate' records and attach records to the correct Globally Unique Identifier.	P/F						
6	The SME # must be linked to all aspects pertaining to the case (body).	P/F						
7	The System must have the ability to search for a case.	P/F						
8	The System must have the ability to scan/image handwritten documents – e.g. autopsy diagrams.	P/F						
9	The System must have the ability to upload digital photos to System.	P/F						
10	The System must permit Users to generate forms at any time.	P/F						
11	The System must record date, time and User ID on all account activity.	P/F						
12	The System must keep an audit trail of all actions and modifications performed on a record.	P/F						
13	The System must indicate if there has been a change made to a record and by whom the change was made.	P/F						

ID	Requirement	P/F=Pass/Fail M=Mandatory D=Desired	Solution Meets or Exceeds State Requirement					Describe How Solution Satisfies Requirement
			As Is	With Set Up	Change to Software	Cannot Satisfy	Able to Currently Demo	
14	The System must provide evidence tracking (e.g. scanning/bar coding).	P/F						

4.2.2 Mandatory (Pass/Fail) Case Tracking Requirements

ID	Requirement	P/F=Pass/Fail M=Mandatory D=Desired	Solution Meets or Exceeds IDPH Requirement					Describe How Solution Satisfies Requirement
			As Is	With Set Up	Change to Software	Cannot Satisfy	Able to Currently Demo	
15	System must track all types of standard evidence specimens and additional evidence.	P/F						

4.2.3 Mandatory (Pass/Fail) Security and Technical Requirements

ID	Requirement	P/F=Pass/Fail M=Mandatory D=Desired	Solution Meets or Exceeds IDPH Requirement					Describe How Solution Satisfies Requirement
			As Is	With Set Up	Change to Software	Cannot Satisfy	Able to Currently Demo	
16	All User activities must be logged.	P/F						
17	All Users will be required to have a unique Username and password.	P/F						
18	Passwords must be reset in the instance that they are lost or forgotten.	P/F						
19	The System must automatically 're-authenticate' after 60 minutes.	P/F						
20	The System must be configurable – i.e. adding new fields, making fields required.	P/F						
21	The application software must be able to	P/F						

ID	Requirement	P/F=Pass/Fail M=Mandatory D=Desired	Solution Meets or Exceeds IDPH Requirement					Describe How Solution Satisfies Requirement
			As Is	With Set Up	Change to Software	Cannot Satisfy	Able to Currently Demo	
	accommodate unlimited Users.							
22	The System must be capable of interfacing with the State's Authorization and Authentication service. See the following link: https://entaa.iowa.gov/entaa/ssohelp.jsp#undefined	P/F						
23	The System must contain methodology to prevent intrusion; unauthorized release of information; or unauthorized addition, deletion, or alteration of data.	P/F						
24	The System must keep track of unsuccessful logins.	P/F						
25	The Contractor must document the year the software was written and the current version installed.	P/F						
26	The System must contain data import/export capabilities compatible with Microsoft Office applications.	P/F						

4.2.4 Mandatory (Pass/Fail) Service and Quality Assurance Requirements

ID	Requirement	P/F=Pass/Fail M=Mandatory D=Desired	Solution Meets or Exceeds STATE Requirement					Describe How Solution Satisfies Requirement
			As Is	With Set Up	Change to Software	Cannot Satisfy	Able to Currently Demo	
27	The System documentation (describing the capabilities, limitations, operation and maintenance of the System) must be presented in the following format: a) Six (6) complete sets of Hard Copy b) Six (6) complete sets of documentation on separate Compact Disk, in PDF format.	P/F						

ID	Requirement	P/F=Pass/Fail M=Mandatory D=Desired	Solution Meets or Exceeds STATE Requirement					Describe How Solution Satisfies Requirement
			As Is	With Set Up	Change to Software	Cannot Satisfy	Able to Currently Demo	
	c) Six (6) complete sets of documentation on separate Compact Disk, in Microsoft format.							
28	The Contractor is responsible for full implementation support for all solution upgrades, bug fixes, software repair, enhancements, or other changes in code provided by Contractor during the term of the contract .	P/F						

4.2.5 Mandatory (Pass/Fail) Reporting Requirements

ID	Requirement	P/F=Pass/Fail M=Mandatory D=Desired	Solution Meets or Exceeds State Requirement					Describe How Solution Satisfies Requirement
			As Is	With Set Up	Change to Software	Cannot Satisfy	Able to Currently Demo	
29	In accordance with the National Association of Medical Examiners (NAME) standards, the System must be able to produce reports which provide: a) Annual reports tabulating total cases reported, accepted, examined, and autopsied, and the major causes of death sorted by each manner of death category b) deaths reported c) cases accepted d) manners of death e) scene visits by medical examiner or medical examiner investigator f) bodies transported by office or by order of office	P/F						

ID	Requirement	P/F=Pass/Fail M=Mandatory D=Desired	Solution Meets or Exceeds State Requirement					Describe How Solution Satisfies Requirement
			As Is	With Set Up	Change to Software	Cannot Satisfy	Able to Currently Demo	
	g) external examinations h) complete autopsies i) partial autopsies j) hospital autopsies retained under Medical Examiner jurisdiction k) cases where toxicology is performed l) bodies unidentified after examination m) organ and tissue donations n) unclaimed bodies o) exhumations p) bodies transported to office q) maintain a cross index of categories of cause and manner of death for statistical data retrieval							

4.3 Mandatory Scored Technical Requirements

All items listed below are Mandatory Scored Technical Requirements. Contractors must respond to all requirements; they will be evaluated and scored by the evaluation committee in accordance with Section 5. If a Contractor's Proposal does not respond to or does not meet a mandatory scored technical requirement, the Contractor will receive zero points for the requirement. Proposals that do not have a minimum score of 1400 points on the mandatory scored technical requirements may be rejected.

Contractors must provide a full response to each Mandatory Scored Medical Examiner Case Tracking System Technical Requirement without cross referencing other sections. Contractors must use the table format and maintain numbering provided to respond to each requirement. Indicate with an "x" how the Contractor solution meets or exceeds the State requirement. Requirement status is defined as:

- **As Is** = Requirement is fully functioning and in use currently within a Medical Examiner's office environment
- **With Set Up** = Requirement is already developed and ready for implementation in a Medical Examiner office environment
- **Change to Software** = Requirement would need to be developed before being ready for implementation in a Medical Examiner office environment
- **Cannot Satisfy** = Requirement is out of the scope of the Contractor's software and will not be developed or provided.
- **Able to Currently Demonstrate** = Requirement is fully functioning and can be demonstrated either in person or through electronic means, such as a webinar.

In addition, the description must include but is not limited to the specific references and/or supportive materials as requested in the description field.

4.3.1 Mandatory Scored General Requirements

ID	Requirement	P/F=Pass/Fail M=Mandatory D=Desired	Solution Meets or Exceeds State Requirement					Describe How Solution Satisfies Requirement
			As Is	With Set Up	Change to Software	Cannot Satisfy	Able to Currently Demo	
30	System must allow data entry online via a web-based portal.	M						
31	The System must include access and authorization controls that will facilitate role-based security to allow IOSME to manage how a User is permitted to use the System. The System must support the ability to differentiate levels of access and allowable functionality for different types of Users.	M						
32	Each screen must display the following data in a consistent location: a) Bar Code b) SME# or INV# (SME# takes priority) c) Decedent Last Name, First Name d) Date of Post e) Pathologist Last Name, First Name f) Investigator Last Name, First Name g) Age, Race, Sex	M						
33	The System must be able to generate a unique Investigation Identifier Number (INV#). <i>The INV# should contain:</i> a) Two Digit Year b) 'INV' c) Sequential Numbering <i>Or the equivalent.</i>	M						
34	The System must be able to generate a work list for every INV # generated: List of New Cases	M						

ID	Requirement	P/F=Pass/Fail M=Mandatory D=Desired	Solution Meets or Exceeds State Requirement					Describe How Solution Satisfies Requirement
			As Is	With Set Up	Change to Software	Cannot Satisfy	Able to Currently Demo	
	a) Reconcile Body to Investigation Report and 'de-duplicate' if necessary b) Preliminary Report of Investigations by Medical Examiner (ME-1) – see Attachment 8, pg. 158 c) Scene Investigation Report – see Attachment 8, pg. 181 d) Preliminary Report of Child/Infant Death Scene Investigation (ME-4 Child Supplemental to ME-1) – see Attachment 8, pg. 169 e) Preliminary Report of Teenager (Age 13-17) Death Scene Investigation ME-4 Teenager Supplemental to ME-1) – see Attachment 8, pg. 173 f) Cremation Permit by Medical Examiner (ME-5) – see Attachment 8, pg. 177							
35	The System must be able to generate an SME # per case based on data entered. <i>The SME # contains:</i> a) <i>Two Digit Year</i> b) <i>'SME'</i> c) <i>Sequential Numbering</i>	M						
36	An SME # cannot be generated without an existing INV #.	M						
37	For every SME # generated, the System will search for all documents with the associated INV # and append those documents to the SME #.	M						
38	The System must be able to generate a work list for every SME # generated: Autopsy Technician a) List of new cases i. Assign Pathologist to case	M						

ID	Requirement	P/F=Pass/Fail M=Mandatory D=Desired	Solution Meets or Exceeds State Requirement					Describe How Solution Satisfies Requirement
			As Is	With Set Up	Change to Software	Cannot Satisfy	Able to Currently Demo	
	ii. Assign Investigator to case iii. Determine Forms for Pathologist iv. Generate labels for evidence, specimens, etc... v. Post Examination Checklist Radiology Technician a) List of new cases after Pathologist assigned b) Routines Pathologist a) View of active and inactive cases, by date and status, assigned to Pathologist. Active cases will be the default view b) List of Homicide Cases over 20 days c) List of Other Cases over 30 days Clerical Staff a) List of cases ready for Preliminary Report preparation b) List of cases for Preliminary Anatomical Diagnosis preparation c) List of 'Copy Requests' d) List of cases ready for Autopsy Report preparation e) List of cases ready for 'Invoice'							
39	To determine the list of forms for Pathologist, the Autopsy Technician should be able to choose from a list of forms and diagrams. This list of forms will be broken down into two sections: a) <i>Standard Forms for all Autopsies</i> b) <i>All forms available</i> <i>The Autopsy Technician should have the capability to choose from both "standard forms" and "all forms" to create the complete list of forms</i>	M						

ID	Requirement	P/F=Pass/Fail M=Mandatory D=Desired	Solution Meets or Exceeds State Requirement					Describe How Solution Satisfies Requirement
			As Is	With Set Up	Change to Software	Cannot Satisfy	Able to Currently Demo	
	<i>needed for each case.</i>							
40	In the case of a Mass Casualty, the System must be able to generate unique Mass Casualty Identifier Numbers to later be reallocated to an SME #.	M						
41	The System must have the ability to re-assign cases based on User ID.	M						
42	The System must force the User to complete key fields identified within the data that are deemed mandatory.	M						
43	The System must be able to identify Iowa Counties by their three digit code.	M						
44	The Morgue Attendant must be able to generate multiple identification bands (numerically incremented) printed with the SME #. <i>The identification bands must contain:</i> a) <i>Homicide – if applicable</i> b) <i>Decedent Last Name</i> c) <i>Decedent First Name</i> d) <i>County</i> e) <i>SME #</i> f) <i>Bar Code</i>	M						
45	The System must have the ability to print identification bands at any time containing the System generated SME #.	M						
46	The Autopsy Technician must be able to produce labels for each item pertaining to the Body (i.e. evidence, clothing, personal effects, Biological Specimens, Histology Specimens, Toxicology Specimens, etc... The labels must be produced with the following information: a) <i>SME #</i> b) <i>Sample #</i> c) <i>Last Name</i>	M						

ID	Requirement	P/F=Pass/Fail M=Mandatory D=Desired	Solution Meets or Exceeds State Requirement					Describe How Solution Satisfies Requirement
			As Is	With Set Up	Change to Software	Cannot Satisfy	Able to Currently Demo	
	d) <i>First Name</i> e) <i>Date</i> f) <i>Specimen</i> g) <i>Pathologist</i> h) <i>User Initials</i> i) <i>Bar code</i>							
47	Ability to print "specimen labels" at any time.	M						
48	The System must have the capability for the User to scan the bar code for verification of data.	M						
49	The System must have the ability to search based on 'Date of Death'; 'Decedent Name'; 'County'. The System must also allow a search based on 'Last Name' with a minimum of 3 characters entered.	M						
50	The System must have the ability to convert scan/image handwritten documents – e.g. autopsy diagrams into DICOM technology.	M						
51	The System must have the ability to accept scan/image handwritten documents – e.g. autopsy diagrams into DICOM technology.	M						
52	The System must have the ability to upload digital photos to System and convert to DICOM technology.	M						
53	The System must have the ability to upload DICOM converted digital photos to System and accept to DICOM technology.	M						
54	The System must allow uploaded Digital Photos to be accessed via a screen containing thumbnails of all photos pertaining to either the SME # or INV #.	M						
55	DICOM images (photographs and x-rays) must be categorized when being associated with a case. The User must be able to clearly indicate who the image is from: e.g. 1) IOSME 2) 3 rd Party	M						

ID	Requirement	P/F=Pass/Fail M=Mandatory D=Desired	Solution Meets or Exceeds State Requirement					Describe How Solution Satisfies Requirement
			As Is	With Set Up	Change to Software	Cannot Satisfy	Able to Currently Demo	
	a) Indicate what 3 rd Party i) County MEI Scene ii) Neuropathology iii) Cardiac iv) Law Enforcement v) Department of Transportation vi) Other 3) Iowa Donor Network							
56	The System must be able to store an unlimited number of photos per SME # or INV #.	M						
57	The System must have the capability to link to outside storage for photos/DICOM images.	M						
58	The System must have the ability to print, fax and e-mail all forms.	M						
59	At the case level, the System must provide the User the ability to select individual documents for print as well as "All" documents to print.	M						
60	If "All" documents are selected to print, User must have the ability to "de-select" individual documents from the list of "All".	M						
61	Users must be prompted to save work upon exiting the screen.	M						
62	The System must keep an audit trail of who is viewing an individual record.	M						
63	The System must provide DICOM integration for Radiology .	M						
64	The System must have the ability to convert DICOM images to .jpeg file.	M						
65	The System must have the ability to record "notes" (a 'Case Call Log), in chronological order, from phone calls and/or conversations and append to the SME # and/or INV # depending on which is active. The SME # supersedes the INV #.	M						
66	Bar Codes must be single dimensional.	M						

ID	Requirement	P/F=Pass/Fail M=Mandatory D=Desired	Solution Meets or Exceeds State Requirement					Describe How Solution Satisfies Requirement
			As Is	With Set Up	Change to Software	Cannot Satisfy	Able to Currently Demo	
67	The System must allow Final Autopsy Reports to be posted in a non-alterable format and only to a secure portal.	M						
68	The System must allow for additional examinations to be completed and appended to an existing case.	M						
69	The System must contain an auto complete library for commonly used verbiage.	M						
70	The System must contain a medication index to include pharmaceutical and illicit drugs.	M						
71	The System must allow the User to add additional fields.	M						
72	The System must have the capability to flag an entire case as "Do Not Destroy" with all associated documents/evidence/biological specimens also categorized as "Do Not Destroy".	M						

4.3.2 Mandatory Scored Case Tracking Requirements

ID	Requirement	P/F=Pass/Fail M=Mandatory D=Desired	Solution Meets or Exceeds IDPH Requirement					Describe How Solution Satisfies Requirement
			As Is	With Set Up	Change to Software	Cannot Satisfy	Able to Currently Demo	
73	The System must have the ability to record and keep track of medical examiner investigation response times: a) Time Notified b) Time of Arrival on Scene c) Time of Departure from Scene	M						
74	The System must have the capability to indicate if body is 'DNR' = Do Not Release and Why.	M						

ID	Requirement	P/F=Pass/Fail M=Mandatory D=Desired	Solution Meets or Exceeds IDPH Requirement					Describe How Solution Satisfies Requirement
			As Is	With Set Up	Change to Software	Cannot Satisfy	Able to Currently Demo	
75	The System must provide an online report ("Status Report"), both daily and upon demand, on the status of all cases.	M						
76	The Status Report must list all the data screens that have been generated for each case.	M						
77	The System must provide a report when standard evidence specimens and additional evidence items are scheduled for disposal, based on the date of record.	M						
78	The System must 'alert' the User when specimens or additional evidence is on 'hold'.	M						
79	The System must track all consultations and laboratory tests; status of completion; expected return time; billing information; and return of residual specimens, as applicable.	M						
80	The System must notify the assigned Autopsy Technician and the Clerical staff of the Body Release Status. i.e. Ready for Release or Do Not Release.	M						
81	If Body is Ready for Release, the System must generate a list of personal effects to be released and to whom.	M						
82	The application must interface (or populate a database) with various 'Name and Address' databases that contain name, company name, title, address, phone number, fax number and other data for widely used contacts, e.g.: a) Vital Records b) EMS c) Public Safety d) Funeral Homes/Crematoriums e) Fire Marshals f) Law Enforcement g) County Attorneys	M						

ID	Requirement	P/F=Pass/Fail M=Mandatory D=Desired	Solution Meets or Exceeds IDPH Requirement					Describe How Solution Satisfies Requirement
			As Is	With Set Up	Change to Software	Cannot Satisfy	Able to Currently Demo	
	h) County Medical Examiners i) County Auditors j) Contracts/Consultants k) Investigators l) Public Defenders m) Iowa Donor Network n) Iowa Lions Eyebank							
83	The System must allow the User to search and select from the "Name and Address" database by Name, County, and/or Affiliation.	M						
84	The System must be able to track when all aspects of a case overdue: a) Toxicology b) Histology c) Neuropathology d) Medical Records e) Investigation f) Other • Free Form Text	M						
85	All aspects of the case and case materials will use bar code methodology for tracking.	M						
86	Any changes made to existing data within the System must be historically tracked and stored.	M						
87	The System must have the ability to indicate when evidence is ready for disposal.	M						

4.3.3 Mandatory Scored Security and Technical Requirements

ID	Requirement	P/F=Pass/Fail M=Mandatory D=Desired	Solution Meets or Exceeds IDPH Requirement					Describe How Solution Satisfies Requirement
			As Is	With Set Up	Change to Software	Cannot Satisfy	Able to Currently Demo	
88	The System will comply with State of Iowa security standards.	M						
89	User ID and password formats must be set.	M						
90	The System must allow the database administrator the authority to determine the authorization and access security levels of the User groups.	M						
91	The System must provide group level security.	M						
92	The System must allow read-only access to the database.	M						
93	The System must follow standards for 'Windows Interface'.	M						
94	The System must follow 'Internet Standards' such as versions of HTML and JAVA by the supported Internet Browser.	M						
95	The System must follow standards related to the latest versions of Microsoft.NET, SQL Server and Oracle Technology.	M						
96	The vendor must follow Systems Development Life Cycle (SDLC) methodology when developing or enhancing the application.	M						
97	The System must take appropriate measures to ensure business continuity in the event of a disaster or System failure.	M						
98	The vendor must have a documented Disaster Recovery Plan.	M						
99	The System must contain an online 'Help' feature.	M						
100	The System must be fully functioning with existing clients and allow upgrades for electronic data collection with Bureau of Vital Statistics and	M						

ID	Requirement	P/F=Pass/Fail M=Mandatory D=Desired	Solution Meets or Exceeds IDPH Requirement					Describe How Solution Satisfies Requirement
			As Is	With Set Up	Change to Software	Cannot Satisfy	Able to Currently Demo	
	the Electronic Death Registry.							
101	The vendor must provide onsite technical support during implementation.	M						
102	The System must be available 24/7/365.	M						
103	Any Contractor maintenance which will affect System availability/responsiveness must be coordinated and scheduled with the IOSME in advance.	M						
104	The System will allow navigation via keyboard and mouse.	M						
105	The Contractor must describe how security breaches/incidents are reported and documented.	M						
106	After 3 unsuccessful logins, the User ID must be locked out and forced to reset.	M						
107	The System must support built in 'pop up' calendars for date selection.	M						
108	The Contractor must indicate the planned release date of the next version of the software to be released.	M						
109	The Contractor must describe the differences/changes incorporated into the next planned release version.	M						
110	The Contractor must describe the System's query capabilities.	M						
111	The System must support Microsoft Terminal technology and Thin Client.	M						
112	The System production environment may be hosted by the Contractor or by the Agency – Information Technology Enterprise (DAS-ITE). The State's Operating Environment includes hosted web applications on the server platforms noted below. Direct access to the production	M						

ID	Requirement	P/F=Pass/Fail M=Mandatory D=Desired	Solution Meets or Exceeds IDPH Requirement					Describe How Solution Satisfies Requirement
			As Is	With Set Up	Change to Software	Cannot Satisfy	Able to Currently Demo	
	servers is restricted to DAS-ITE Operations personnel. The servers are protected from the Internet by firewalls (NAT) and by reverse proxy. Specifically, this means that applications may not rely on the "Host:" header passed to them, as translation of this value occurs at the reverse proxy layer. In addition, SQL Server databases are hosted in a separate network segment. a) Contractor Hosted: If the Contractor proposes to host the proposed solution, describe, in detail, the Contractor's operating environment. Contractor will indicate which platforms (e.g. PC, Mac) and browsers (e.g. Explorer, Firefox, Safari) including versions, the proposed solution supports. b) DAS-ITE Hosted: If the Contractor proposes the solution shall be hosted by DAS-ITE, the Contractor shall affirm that the proposed solution is capable of operating within the environment as stated, or shall indicate which components of the solution are in conflict and identify the changes that would be required to the environment for operation of the solution. Vendors shall indicate which of the following environments the proposed solution will run on and specify the version: • Windows Server, • Fedora Core, • Cent OS. The proposed solution shall be capable of running in a virtualized environment. Vendors shall indicate which components of the							

ID	Requirement	P/F=Pass/Fail M=Mandatory D=Desired	Solution Meets or Exceeds IDPH Requirement					Describe How Solution Satisfies Requirement
			As Is	With Set Up	Change to Software	Cannot Satisfy	Able to Currently Demo	
	proposed solutions CAN and CANNOT be virtualized. The system is expected to support a wide variety of governmental, organizational and private users. Vendors shall indicate which platforms (e.g., PC, Mac) and browsers (e.g., Explorer, Firefox, Safari) including versions, the proposed solution supports.							

4.3.4 Mandatory Scored Service and Quality Assurance Requirements

ID	Requirement	P/F=Pass/Fail M=Mandatory D=Desired	Solution Meets or Exceeds State Requirement					Describe How Solution Satisfies Requirement
			As Is	With Set Up	Change to Software	Cannot Satisfy	Able to Currently Demo	
113	The Contractor must be able to document adequate pertinent experience to successfully complete this project. Please include descriptions of projects of similar size and scope that have been completed.	M						
114	A live administrator help desk must be available, during business hours (7:00am – 6:00pm CST/CDT) at a cost that must be included in the Cost Proposal.	M						
115	All Contractor documentation must be produced using the Microsoft ® Office Suite and provided in electronic and hardcopy formats.	M						
116	The solution must include the following operational procedures, specifically customized for the State: a) Operational Support b) Solution and Data Migration c) Test Procedures d) Disaster Recovery e) Business Continuity and Resumption Planning	M						
117	The Contractor must provide a satisfactory description of its approach to project quality management both in software development and services.	M						
118	The Contractor must provide a description of its approach to project risk assessment and risk mitigation.	M						
119	The Contractor must provide a description of its software change management strategies.	M						
120	The Contractor must have designated	M						

ID	Requirement	P/F=Pass/Fail M=Mandatory D=Desired	Solution Meets or Exceeds State Requirement					Describe How Solution Satisfies Requirement
			As Is	With Set Up	Change to Software	Cannot Satisfy	Able to Currently Demo	
	employees to serve as technical System administrators both on a daily maintenance basis and for technical support in an emergency situation.							
121	There must be adequate support response time guarantees. Please indicate what the support response time guarantees are. If tiered, please include all tiers and their cost breakdowns in the Cost Proposal.	M						
122	The Contractor must provide the tools for ongoing System monitoring and reporting for error conditions, System-generated alerts and other System issues.	M						
123	Contractor must provide comprehensive functional and User documentation, including: a) Comprehensive System Administrator Instructions. b) System documentation including graphic and narrative overviews c) Glossary of System terms & acronyms d) System administrator quick reference cards e) Available Reports and associated Report Descriptions	M						
124	In the event of catastrophic business failure, Contractor bankruptcy, or other circumstances, Contractor must provide comprehensive detailed technical documentation necessary to implement the application in a <i>new hosting setting</i> . The following must be provided as part of the project completion: a) Comprehensive Technical Operations Documentation, including hosting environment requirements. b) Configuration Documentation c) Installation Instructions	M						

ID	Requirement	P/F=Pass/Fail M=Mandatory D=Desired	Solution Meets or Exceeds State Requirement					Describe How Solution Satisfies Requirement
			As Is	With Set Up	Change to Software	Cannot Satisfy	Able to Currently Demo	
	d) Implementation Plans e) Start-up / Shut down procedures f) Backup, Recovery and Restoration of application System and server data and files (includes Operational Recovery) g) Server Hardware and Software Technical Specifications and Configuration h) Patch Management i) Batch processing details j) Security Administration k) Back-up and recovery scripts and procedures l) The solution must include detailed procedures to perform incremental, differential, and full backup/recovery operations in order to ensure project continuity (during implementation) and business continuity (during post-implementation operations). m) Help Desk Triage & Troubleshooting documentation n) Error messages & Error correction procedures o) Troubleshooting Documentation p) Steps required to migrate software from test to production environments q) Logical and physical data model in ErWin or compatible format							
125	Contractor must provide and use an error/'bug' tracking process during the testing phase. The defect tracking process must include, at a minimum: a) Specific description of the error. b) Functionality impacted by the error.	M						

ID	Requirement	P/F=Pass/Fail M=Mandatory D=Desired	Solution Meets or Exceeds State Requirement					Describe How Solution Satisfies Requirement
			As Is	With Set Up	Change to Software	Cannot Satisfy	Able to Currently Demo	
	c) Error classification. d) Date error was identified. e) Error owner. f) Date the error is to be resolved. g) Test/Re-test results. h) Date of test/retest. i) Resolution description. j) Conclusion. k) Action Plan Description l) Action Plan Owner							
126	With the assistance of the Agency, the Contractor will identify or create comprehensive and appropriate test data to support stress testing and Agency Software Acceptance. The Contractor will support Agency Software Acceptance Testing by providing database refreshes, backups and restores as required.	M						
127	The Contractor is responsible for a testing environment (consisting of HW, OS, SW, configured to simulate production) for all aspects of System, integration, interface, acceptance, and stress testing prior to the initial implementation and roll-out as well as during the term of the contract.	M						
128	The Contractor is responsible for the completion of requirements verification and analysis. In addition to other tasks the Contractor identifies as required for the successful implementation of the required solution, the Contractor must complete the following activities: a) Evaluate current business environment	M						

ID	Requirement	P/F=Pass/Fail M=Mandatory D=Desired	Solution Meets or Exceeds State Requirement					Describe How Solution Satisfies Requirement
			As Is	With Set Up	Change to Software	Cannot Satisfy	Able to Currently Demo	
	b) Perform and document an evaluative comparison between the current business environment and the solution-prescribed environment. c) Work with project subject matter experts and document detailed operational procedures, for each functional organization, to be used by operational units in the completion of their duties through use of the vendor's solution. d) Evaluate and confirm Technical Requirements. e) Evaluate and confirm Business Requirements. f) Complete Gap/Fit Analysis.							
129	Contractor must provide an on-site implementation, roll-out and transition support team with the appropriate skills, experience and in the sufficient quantity to successfully manage and support all implementation, roll-out and transition of support functions to IOSME resources.	M						

4.3.5 Mandatory Scored Administrative Requirements

ID	Requirement	P/F=Pass/Fail M=Mandatory D=Desired	Solution Meets or Exceeds State Requirement					Describe How Solution Satisfies Requirement
			As Is	With Set Up	Change to Software	Cannot Satisfy	Able to Currently Demo	
130	The System must have an Administrative function to maintain requests for IOSME records.	M						

ID	Requirement	P/F=Pass/Fail M=Mandatory D=Desired	Solution Meets or Exceeds State Requirement					Describe How Solution Satisfies Requirement
			As Is	With Set Up	Change to Software	Cannot Satisfy	Able to Currently Demo	
131	All records requests must correlate to an existing SME #.	M						
132	The System must default to a pre-determined list of reports when requesting records to be printed.	M						
133	The System must allow the User to “de-select” reports from the default list.	M						
134	The System must have a billing/invoicing function.	M						
135	The System must allow the User to edit and/or add billing categories/type.	M						
136	The System must allow the User to update billing costs associated with a billing category/type.	M						
137	The System must allow the User to override cost per billing category/type.	M						
138	The System must track billable hours.	M						
139	The System must be able to calculate totals for billing purposes.	M						
140	The System must be able to track all invoices by date created.	M						
141	The System must be able to track outstanding invoices by date created.	M						
142	The System must have the capability to create existing forms based on data in the System.	M						

4.3.6 Mandatory Scored Reporting Requirements

ID	Requirement	P/F=Pass/Fail M=Mandatory D=Desired	Solution Meets or Exceeds IDPH Requirement					Describe How Solution Satisfies Requirement
			As Is	With Set Up	Change to Software	Cannot Satisfy	Able to Currently Demo	
143	When the User selects the Status Report for cases, the System must prompt the User to select what type of Status is to be reported on. i.e. 'active', 'pending', 'hold', 'ready for release', 'final' and 'out'.	M						
144	The User must also be able to select a date range for which the Status Report will be run.	M						
145	The System must have the capability to allow the User to query data and produce reports similarly to Microsoft Access. See Attachment 10, Sample Reports.	M						
146	The System must have the capability to query all fields as defined in, but not limited to, Attachment # 9.	M						
147	All individual reports must contain the name of the decedent, if known, and Unique Identifier (SME # or INV #).	M						
148	The System must have the capability to produce reports which track: a) Cause of Death b) Cremation permits signed c) Death Certificates received, by date d) Death certificates completed e) Cases where cardiology consultation is performed f) Cases where neuropathology consultation was performed	M						
149	The System must be able to generate Statistical Reports at the State and County level. See Attachment 10, Sample Reports.	M						
150	The System must be able to export data to Microsoft Excel to create Charts and Graphs.	M						

ID	Requirement	P/F=Pass/Fail M=Mandatory D=Desired	Solution Meets or Exceeds IDPH Requirement					Describe How Solution Satisfies Requirement
			As Is	With Set Up	Change to Software	Cannot Satisfy	Able to Currently Demo	
151	The System must be able to export data to Microsoft Power Point to create Charts and Graphs.	M						
152	The System must allow the User to easily create ad hoc reports as needed.	M						
153	The System must allow the User to save ad hoc reports created for future use.	M						
154	The System must have reports already developed that produce: a) a standardized "Pending Case Report" b) Annual Reports for State and County , See Attachment # 10, Sample Reports	M						
155	The System must have queries already developed that display: a) Case File Information b) Death Certificate Information See Attachment # 10, Sample Reports	M						
156	The System must be able to produce Annual reports by totals and percentage of totals.	M						
157	The System must be able to produce a report of evidence type and location.	M						
158	The System must be able to produce an Evidence Disposition Report, indicating evidence due to be destroyed by date.	M						
159	The System must be able to produce an Evidence Disposition Report indicating the date the evidence was destroyed.	M						

4.3.7 Mandatory Scored Training Requirements

ID	Requirement	P/F=Pass/Fail M=Mandatory D=Desired	Solution Meets or Exceeds State Requirement					Describe How Solution Satisfies Requirement
			As Is	With Set Up	Change to Software	Cannot Satisfy	Able to Currently Demo	
160	The Contractor will provide a tutorial of the System with a minimum of 5 examples.	M						
161	The tutorial must be available via a web-based portal.	M						
162	Contractor must provide comprehensive Training & Management documentation, including: Training Plans, Training Manuals and other User and technical documentation that the Contractor will use for training of the IOSME business and technical staff.	M						

4.4 Desired Requirements

All items listed below are desired, non-mandatory components which the Agency may or may not purchase in the future. These requirements will be evaluated, scored and included in the minimum Technical Evaluation score calculation, but will be given a lower weight value than the Mandatory Scored Technical Requirements in Section 4.3 above. The costs associated with the desired requirements will not be scored as part of the Cost proposal evaluation.

Contractors must provide a full response to each Desired Requirement without cross referencing other sections. Contractors must use the table format and maintain numbering provided to respond to each requirement. Indicate with an “x” how the Contractor solution meets or exceeds the State requirement. Requirement status is defined as:

- **As Is** = Requirement is fully functioning and in use currently within a Medical Examiner's office environment
- **With Set Up** = Requirement is already developed and ready for implementation in a Medical Examiner office environment
- **Change to Software** = Requirement would need to be developed before being ready for implementation in a Medical Examiner office environment
- **Cannot Satisfy** = Requirement is out of the scope of the Contractor's software and will not be developed or provided.
- **Able to Currently Demonstrate** = Requirement is fully functioning and can be demonstrated either in person or through electronic means, such as a webinar.

In addition, the description must include but is not limited to the specific references and/or supportive materials as requested in the description field.

4.4.1 Desired General Requirements

ID	Requirement	P/F=Pass/Fail M=Mandatory D=Desired	Solution Meets or Exceeds State Requirement					Describe How Solution Satisfies Requirement
			As Is	With Set Up	Change to Software	Cannot Satisfy	Able to Currently Demo	
163	If User enters 'Yes' for an IOSME Autopsy, the System will prompt the User to call IOSME to report the case.	D						
164	The System will allow the User to set up a default list of forms preferred by the User.	D						
165	The System must have the capability to track supplies used.	D						
166	The System must provide a report of 'on hand' supplies.	D						
167	The System must provide encryption on all CD's being burned.	D						
168	The System must display time as military time – Hour/Minute.	D						
169	The System must allow the User to hide fields no longer in use.	D						
170	The System must have the capability of importing historical data from previous years.	D						

4.4.2 Desired Case Tracking Requirements

ID	Requirement	P/F=Pass/Fail M=Mandatory D=Desired	Solution Meets or Exceeds IDPH Requirement					Describe How Solution Satisfies Requirement
			As Is	With Set Up	Change to Software	Cannot Satisfy	Able to Currently Demo	
171	The System must have the ability to allow Users to track and see cases on their 'Default Screen' by Stages as follows: Stage I – Investigation Begins	D						

ID	Requirement	P/F=Pass/Fail M=Mandatory D=Desired	Solution Meets or Exceeds IDPH Requirement					Describe How Solution Satisfies Requirement
			As Is	With Set Up	Change to Software	Cannot Satisfy	Able to Currently Demo	
	Pathologist, Investigators, Autopsy Technicians, Radiology Technicians, Clerical Staff, Morgue Attendant Stage II – Body Arrives at IOSME Pathologist, Investigators, Autopsy Technicians, Radiology Technician, Clerical Staff, Morgue Attendant Stage III – Autopsy Technician Assigns Pathologist Assigned Pathologist, Investigators, Autopsy Technicians, Radiology Technician, Clerical Staff Stage IV – Autopsy In Progress Assigned Pathologist, Investigators, Autopsy Technicians, Radiology Technician Stage V – Gross Autopsy complete Assigned Pathologist, Investigators, Radiology Technician, Morgue Attendant Stage VI – Preliminary Autopsy Findings/Master File Created Assigned Pathologist, Investigators, Clerical Staff Stage VII – Final Autopsy Report in Progress Assigned Pathologist, Investigators, Clerical Staff Stage VIII – Autopsy Report Final Clerical Staff Stage IX – Billing Clerical Staff Stage X – Case Complete							
172	If the 'Post Examination Checklist' has been completed, the electronic signature of the Pathologist triggers the Gross Autopsy to be completed.	D						

4.4.3 Desired Security and Technical Requirements

ID	Requirement	P/F=Pass/Fail M=Mandatory D=Desired	Solution Meets or Exceeds IDPH Requirement					Describe How Solution Satisfies Requirement
			As Is	With Set Up	Change to Software	Cannot Satisfy	Able to Currently Demo	
173	The System should be accessible in the field through PDA/Tablet.	D						
174	The System must address Laboratory interfacing through HL7 Technology.	D						
175	The System will have Spell Check capabilities which include or supports regular, medical (including medications) and toxicological dictionary.	D						

4.4.4 Desired Service and Quality Assurance Requirements

ID	Requirement	P/F=Pass/Fail M=Mandatory D=Desired	Solution Meets or Exceeds State Requirement					Describe How Solution Satisfies Requirement
			As Is	With Set Up	Change to Software	Cannot Satisfy	Able to Currently Demo	
176	A live 24/7 administrator help desk must be available and at a cost that is included in or identified in the Cost Proposal. If 24/7 costs are above the baseline solution, please indicate cost breakdown for Central Time Zone business hours only as well as 24/7 in the Non Scored Cost Proposal for Desired Features.	D						

4.4.5 Desired Administrative Requirements

ID	Requirement	P/F=Pass/Fail M=Mandatory D=Desired	Solution Meets or Exceeds State Requirement					Describe How Solution Satisfies Requirement
			As Is	With Set Up	Change to Software	Cannot Satisfy	Able to Currently Demo	
177	The System must be able to produce a fax cover sheet based on data requested.	D						

4.4.6 Desired Reporting Requirements

ID	Requirement	P/F=Pass/Fail M=Mandatory D=Desired	Solution Meets or Exceeds State Requirement					Describe How Solution Satisfies Requirement
			As Is	With Set Up	Change to Software	Cannot Satisfy	Able to Currently Demo	
178	The System must be able to generate Charts and Graphs at the State and County level.	D						

4.4.7 Desired Training Requirements

ID	Requirement	P/F=Pass/Fail M=Mandatory D=Desired	Solution Meets or Exceeds State Requirement					Describe How Solution Satisfies Requirement
			As Is	With Set Up	Change to Software	Cannot Satisfy	Able to Currently Demo	
179	The Contractor must provide the IOSME with a Quick Reference Card to assist Users.	D						

SECTION 5 EVALUATION AND SELECTION

5.1 Introduction

This section describes the evaluation process that will be used to determine which Proposal provides the greatest benefit to the Agency. The Agency will not necessarily award a Contract resulting from this RFP to the Contractor offering the lowest cost to the Agency. Instead, the Agency will award the Contract to the Responsible Contractor whose Responsive Proposal the Agency believes will provide the best value to the State.

5.2 Evaluation Committee

The Agency intends to conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this RFP. The Agency will use an evaluation committee to review, evaluate and score the Proposals in accordance with this Section 5. The evaluation committee will make a recommendation to the deputy director of the Iowa Department of Public Health who must approve the recommendation. The deputy director will select the Contractor to receive the award. The deputy director is not bound by the evaluation committee's recommendation.

5.3 Overview of Evaluation

5.3.1 Preliminary Review

The evaluation committee will first review all Proposals to determine if they comply with the Mandatory (Pass/Fail) Requirements described in Section 4.2 and have provided all information required in Section 3 (i.e., to determine if the Contractor is submitting a Responsive Proposal). Proposals that are not Responsive Proposals will be rejected.

5.3.2 Technical Evaluation (2050 points)

All Responsive Proposals will go through a Technical Evaluation. There is a total of 2050 available points for the Technical Evaluation. Proposals that receive fewer than 1400 Technical Evaluation points may be rejected.

5.3.3 Contractor Background, Experience and References (250 points)

The evaluation committee will review and score the Proposals based on the responses to Sections 2.15, 2.16, 3.2.5, 3.2.6, 3.2.7, 3.2.8, 3.2.9, and 3.2.10. There are 250 available points for Contractor Background, Experience and References. The evaluation committee, in consultation with the deputy director, shall have the discretion to reject a Proposal if information obtained from this stage of the evaluation process raises serious concerns with the Agency about doing business with the Contractor (e.g., Contractor has been debarred from contracting with another state or government agency).

5.3.4 Cost Proposal (400 points)

The maximum award for a Cost Proposal will be 400 points. Percentages and points will be rounded to the nearest whole value.

Contractors must follow the format as provided in the Cost Proposal form, Attachment 4. The form has two major sections: Scored Costs and Non-scored Costs. Only the scored costs will be used in calculating the Cost Proposal points to be awarded to Proposals. The Cost Proposal shall include all upfront and ongoing costs for the initial term and the five potential renewal terms (see Attachment 4).

The Cost Proposals will remain sealed until the Technical Evaluation (Section 5.3.2) and Contractor Background, Experience and References (Section 5.3.3) scores have been finalized. The Cost Proposals will be opened and evaluated and points awarded to the Scored Costs as follows:

1. Calculate the Total Scored Cost Points Possible for Contractor

The ratio of the sum of the Technical Evaluation points received and the Contractor Background, Experience and References points received as the numerator, divided by the sum of the total RFP points available for the Technical Evaluation points (2050 points) and the Contractor Background, Experience and References Evaluation (250 points) as the denominator, is multiplied by the total cost points available under section 5.3.4 (400 points). This provides the **total cost points possible for the Contractor** in the Cost Evaluation.

$$\text{Total Points Possible for Contractor} = \frac{(\text{Total Points Received for sections 5.3.2} + 5.3.3) \times 400}{2300}$$

Example: Contractor A receives 1440 points for section 5.3.2 and 200 points for section 5.3.3. The total cost points possible for the Contractor are:

$$\frac{1640}{2300} \times 400 = 285$$

2. Calculate the Cost Proposal Points for Contractor A

The ratio of the lowest Cost Proposal (numerator) divided by the Cost Proposal being evaluated (denominator) is multiplied by the total cost points possible for the Contractor to provide the Cost Evaluation Points Awarded for the Proposal.

Cost Proposal Points Awarded =

$$\frac{\text{Lowest Cost Proposal Received}}{\text{Cost Proposal Being Evaluated}} \times \text{Cost Points Possible for Contractor}$$

Example: Contractor A's cost proposal is \$80,000. The lowest cost proposal received is \$60,000. The total points possible for Contractor is 285. Cost Proposal points awarded Contractor A are:

$$\frac{60,000}{80,000} \times 285 = 214$$

5.3.5 Contractor Presentations (300 points)

The Technical Evaluation (5.3.2), Contractor Background, Experience and References (5.3.3), and Cost Proposal (5.3.4) points will be added. The top two highest scoring Proposals will be invited to do a Contractor Presentation. The Agency reserves the right to invite Contractors within 10% of the second highest total score to participate in a Contractor Presentation.

Contractor Presentations may be scored by an expanded evaluation committee. There are 300 available points for the Contractor Presentations.

5.3.6 Final Scores

The points awarded for the Cost Proposal will be added to the Technical Evaluation, Contractor Presentation and Customer Background, Experience and References points to obtain the final scores awarded for each Proposal.

SECTION 6 CONTRACTUAL TERMS AND CONDITIONS

6.1 Contract Terms and Conditions

The Contract that the Agency expects to award as a result of this RFP shall comprise the specifications, terms and conditions of the RFP, written clarifications or changes made in accordance with the provisions of the RFP, the contract terms and conditions contained in Attachments 5, 6 and 7, the offer of the successful Contractor contained in its Proposal, and any other terms deemed necessary by the Agency.

The contract terms and conditions are included as Attachments 5, 6, and 7 (Attachment 7 is a proposed software source code escrow agreement that may be used at the Agency's discretion). The contract terms and conditions may be supplemented at the time of contract execution and are provided to enable Contractors to better evaluate the costs associated with the RFP and the potential resulting Contract. Contractors should plan on the contract terms and conditions contained in these attachments as being included in any Contract awarded as a result of this RFP and any and all amendments to the Contract. All costs associated with complying with these requirements should be included in any pricing quoted by the Contractor.

By submitting a Proposal, each Contractor acknowledges its acceptance of the RFP specifications and the Contract terms and conditions without change except as otherwise expressly stated in its Proposal. If a Contractor takes exception to a provision, it must state the reason for the exception and set forth in its Proposal the specific RFP or contract language it proposes to include in place of the provision or language. Exceptions that materially change the contract terms and conditions or the requirements of the RFP may be deemed non-responsive by the State, in its sole discretion, resulting in possible disqualification of the Proposal. No exception or proposed language by a Contractor to the provisions or terms and conditions of the RFP or the Contract shall be incorporated into the Contract unless and until accepted by the Agency in writing. Proposals will receive a score based on the degree of acceptance to these terms and conditions.

The Agency reserves the right to either award a Contract(s) without further negotiation with the successful Contractor or to negotiate Contract terms with the selected Contractor if the best interests of the Agency would be served.

6.2 Contract Length

The Agency shall have the sole option to renew the Contract for up to the number of annual extensions identified on the RFP cover sheet.

6.3 Available Funding

The Agency has maximum available funding of \$80,000 for the initial term of the Contract.

6.4 Insurance

See Section 11 in Attachment 5.

6.5 Retention

See Section 5.3 in Attachment 5.

6.6 Ownership of Deliverables

See Section 7 in Attachment 5.

Attachment 1
Certification Letter

Alterations to this document are prohibited, see section 2.13.15.

[Date]_____

Laurie Hoing, CPPB, Issuing Officer
Iowa Department of Administrative Services
1305 E Walnut
Des Moines, IA 50319

Re: Request for Proposal Number **RFP1111588282**
PROPOSAL CERTIFICATIONS

Dear Laurie:

I certify that the contents of the Proposal submitted on behalf of **[Name of Contractor]** _____ (Contractor) in response to the Iowa Department of Administrative Services for Request for Proposal Number RFP1111588282 for the Medical Examiner Case Management System are true and accurate. I also certify that Contractor has not knowingly made any false statements in its Proposal.

Certification of Independence

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

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

Certification Regarding Debarment

6. I certify that, to the best of my knowledge, neither Contractor nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a three year period preceding this Proposal been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b)

of this certification; and (d) have not within a three year period preceding this Proposal had one or more public transactions (federal, state, or local) terminated for cause.

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

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

7. Pursuant to *Iowa Code sections 423.2(10) and 423.5(8) (2009)* a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under *Iowa Code chapter 423* on all sales of tangible personal property and enumerated services. The Act also requires Contractors to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

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

- ☐ Contractor is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code Chapter 432*; or
- ☐ Contractor is not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in *Iowa Code subsections 423.1(42) and (43)*.

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

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

Sincerely,

[Name and Title]

Attachment 2
Authorization to Release Information Letter
Alterations to this document are prohibited, see section 2.13.15.

[Date] _____

Laurie Hoing, CPPB, Issuing Officer
Iowa Department of Administrative Services
1305 E Walnut
Des Moines, IA 50319

Re: Request for Proposal Number **RFP1111588282**

AUTHORIZATION TO RELEASE INFORMATION

Dear Laurie:

[Name of Contractor] _____ **(Contractor)** hereby authorizes the **Agency** ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Contractor in response to Request for Proposal (RFP) Number **RFP1111588282**.

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

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

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

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

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

Sincerely,

[Printed Name of Contractor Organization]

[Name and Title of Authorized Representative]

Date

Attachment 3
RFP Requirements Check List

NUMBER OF PROPOSALS	
3.1.2 Provide one original, one CD, and seven copies of the Technical Proposal.	☐
3.1.3 Provide one public copy of the Proposal with confidential information excised.	☐
3.3 Provide one copy of the Cost Proposal in a separate sealed envelope.	☐

RFP1111588282 REFERENCE	RESPONSE INCLUDED		LOCATION OF RESPONSE
	Yes	No	
Technical Proposal			
3.2.1 Transmittal Letter			
3.2.2 Table of Contents			
3.2.3 Executive Summary			
3.2.4 Specifications and Technical Requirements			
3.2.5 Background Information			
3.2.6 Experience			
3.2.7 Personnel			
3.2.8 Financial Information			
3.2.9 Termination, Litigation, Debarment			
3.2.11 Acceptance of Terms and Conditions			
3.2.12 Certification Letter			
3.2.13 Authorization to Release Information			
3.2.14 Firm Bid Proposal Terms			
3.2.15 Project Plan			
4.2 Mandatory (Pass/Fail) Requirements Contractors must use the table format and maintain numbering provided in Section 4.2			
4.3 Mandatory Scored Features Contractors must use the table format and maintain numbering provided in Section 4.3			
4.4 Desired Features Contractors must use the table format and maintain numbering provided in Section 4.4			
Cost Proposal			
Cost Table 1			
Cost Table 2			
Cost Table 3			
Cost Table 4			

Attachment 4
Cost Proposal Format

Contractor's Cost Proposal shall contain an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc. in prices). All pricing must be all expenses included and based on Net 60 Days Payment Terms. The following template is required. Please use additional pages to provide any additional narrative support for the costing information. The Agency reserves the right to purchase any third party hardware or software through a State contract or a separate bid process.

The Cost Proposal must include an annualized breakdown of the total cost of ownership (TCO) projected forward six (6) years from the date the contract is executed. The breakdown must list separately, at a minimum, new costs, recurring costs, and maintenance costs.

All pricing shall comprise all necessary costs, including all labor and materials to deliver the Services as specified in this RFP and as otherwise proposed, applicable taxes, duties, licensing and leasing fees incurred to provide the Services. The Contractor assumes all liability for any omissions.

Scored Costs

Cost Table 1

Cost Category/Deliverable	Quantity	Cost/Unit	Firm US Dollars (Qty x cost)	Variables [Please specify if this is a one time or recurring cost]
1. Core Infrastructure- Including but not limited to: - General Requirements; - Case Tracking Requirements; - Security/Technical Requirements; - Service/Quality Assurance Requirements; - Administrative Requirements; - Reporting Requirements; - Training Requirements				
[List all components included in the core infrastructure and itemize the cost as appropriate]				
2. Professional Services - Including but not limited to: - Developing project work plan; - Enabling the core infrastructure; - Customization for the IOSME; - Supporting compatibility with Vital Statistics Electronic Death Registry System				
[List all components included as professional services and itemize the cost as appropriate]				
3. Subscription and/or Maintenance Fees - This could include: - Licenses for all Users; - Hardware and maintenance fees for the ME Case Management System; - Technical support, if tiered, please indicate costs for each tier; - Scheduled System updates				
[List all components included in the fees and itemize as the cost as appropriate. Indicate if there are variables that may influence the cost; perhaps there are "economies of scale"]				
4. Data Hosting – - If Data hosted at Contractor - If Data hosted at Agency				
[Specify the type of hosting available and itemize the cost as appropriate including but not limited to: additional professional service fees, hardware and software]				
Grand Total (Cost categories 1-4)				

Cost Table 2

Year	New Costs	Recurring Costs	Total (New plus recurring)
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			
Year 6			
Grand Total Years 1-6			

Non Scored Costs for Desired Features¹

Cost Table 3

Cost Category/Deliverable	Quantity	Cost/Unit	Firm US Dollars (Qty x cost)	Variables [Please specify if this is a one time or recurring cost]
5. Desired Features - For each feature, please itemize, or indicate if the feature is already included in the core infrastructure				
Forms default by User				
Track supplies				
Provide a report of 'on hand' supplies.				
CD Encryption				
Time must be displayed as military time – Hour/Minute				
Hide Fields not in use				
Import historical data from previous years				
The System must have the ability to allow Users to track and see cases on their 'Default Screen' by Stages as follows: Stage I – Investigation Begins Stage II – Body Arrives at IOSME Stage III – Autopsy Technician Assigns Pathologist Stage IV – Autopsy In Progress Stage V – Gross Autopsy complete Stage VI – Preliminary Autopsy Findings/Master File Created Stage VII – Final Autopsy Report in Progress Stage VIII – Autopsy Report Final Stage IX – Billing Stage X – Case Complete				
Electronic signature of the Pathologist triggers the Gross Autopsy to be completed.				
PDA/Tablet Access				
Laboratory interfacing through HL7 Technology				
Spell Check supporting regular, medical (including medications) and toxicological dictionary.				
Auto Produce Fax cover sheet				
Training Quick Reference Card				
Generate Charts and Graphs at the State and County level.				
6. Customer Support (e.g., 24x7 help desk, daytime hour helpdesk)				
[Please specify the types of additional technical support available not already included in cost table 1, Professional Services and itemize as appropriate]				
Grand Total (Cost categories 5-7)				

¹ Non-scored costs will **not** be included in the scoring of the costs proposals, as they are non-mandatory components which the Agency may or may not purchase in the future.

Cost Table 4

Year	New Costs	Recurring Costs	Total (New plus recurring)
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			
Year 6			
Grand Total Years 1-6			

¹ Non-scored costs will **not** be included in the scoring of the costs proposals, as they are non-mandatory components which the Agency may or may not purchase in the future.

Payment Terms

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

What discount will you give for payment in 15 days?

What discount will you give for payment in 30 days?

Attachement 5 PROPOSED SERVICES CONTRACT

This Agreement for professional services and other deliverables (this "Agreement"), made and effective as of [specify date] ("Effective Date"), by and between the State of Iowa, acting by and through the Iowa Department of [name of Department or Agency] [the "Department"] and [name of Vendor], a corporation organized under the laws of _____ (the "Vendor"). The parties agree as follows:

SECTION 1. PURPOSE AND TERM

1.1 Purpose. The parties have entered into this Agreement for the purpose of retaining Vendor to provide professional services and other deliverables in connection with the [specify purpose of contract, e.g., development and implementation of the _____ System] for the Department and the State of Iowa (the "State"), as more fully described in this Agreement, including RFP # _____ and the Statement(s) of Work.

1.2 Term. The initial term of this Agreement is from [_____,], through [_____,], unless terminated earlier in accordance with the terms of this Agreement. After expiration of the initial term, the Department shall have the option to extend/renew this Agreement for up to [five] additional one-year renewal terms. The decision to extend the Agreement will be at the sole option of the Department and may be exercised by the Department by providing written notice to Vendor.

SECTION 2. DEFINITIONS

In addition to any other terms that may be defined elsewhere in this Agreement, the following terms shall have the following meanings:

"Acceptance" means that the Department has determined that one or more Deliverables satisfy the Department's Acceptance Tests. Final Acceptance means that the Department has determined that all Deliverables to be provided under a Statement of Work satisfy the Department's Acceptance Tests. Non-acceptance means that the Department has determined that one or more Deliverables have not satisfied the Department's Acceptance Tests.

"Acceptance Criteria" means the Specifications, goals, performance measures, testing results and/or other criteria designated by the Department and against which the Deliverables may be evaluated for purposes of Acceptance or Non-acceptance thereof.

"Acceptance Tests" or "Acceptance Testing" mean the tests, reviews and other activities that are performed by or on behalf of Department to determine whether the Deliverables meet the Acceptance Criteria or otherwise satisfy the Department, as determined by the Department in its sole discretion. Acceptance Testing may include testing of individual or multiple units, modules or components, system or integration testing, user-acceptance testing, load/stress testing, system security testing, network testing, recovery/backup testing, data transfer, migration and conversion testing, and Documentation review.

"Authorized Contractors" means independent contractors, consultants or other Third Parties who are retained or hired by the State, the Department or any other Governmental Entity of the State to use, maintain, support, modify, or enhance the System or to otherwise assist Department with its use of the System for other purposes.

"Confidential Information" means, subject to any applicable State and federal laws and regulations, including but not limited to Iowa Code Chapter 22, any confidential or proprietary information or trade secrets disclosed by either party (a "disclosing party") to the other party (a "receiving party") that, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be

understood by the parties, exercising reasonable business judgment, to be confidential. Confidential Information does not include any information that: (i) was rightfully in the possession of the receiving party from a source other than the disclosing party prior to the time of disclosure of the information by the disclosing party to the receiving party; (ii) was known to the receiving party prior to the disclosure of the information by the disclosing party; (iii) was disclosed to the receiving party without restriction by an independent third party having a legal right to disclose the information; (iv) is in the public domain or shall have become publicly available other than as a result of disclosure by the receiving party in violation of this Agreement or in breach of any other agreement with the disclosing party; (v) is independently developed by the receiving party without any reliance on Confidential Information disclosed by the disclosing party; (vi) is disclosed or is required or authorized to be disclosed pursuant to law, rule, regulation, subpoena, summons, or the order of a court, lawful custodian, governmental agency or regulatory authority, or by applicable regulatory or professional standards; or (vii) is disclosed by the receiving party with the written consent of the disclosing party.

“Deficiency” means a defect, flaw, failure, omission, interruption of service, or other problem of any nature whatsoever with respect to a Deliverable, including, without limitation, any failure of a Deliverable to conform to or meet an applicable Specification. Deficiency also includes the lack of something essential or necessary for completeness or proper functioning of a Deliverable.

“Deliverables” mean the System, Software, Source Code, Documentation, hardware, goods, services, work, work product, items, materials and property to be created, developed, produced, delivered, performed or provided by or on behalf of, or made available through, Vendor (or any agent, contractor or subcontractor of Vendor) in connection with this Agreement, and all related legal rights to own or use the same. Except as otherwise provided in this Agreement, Deliverables shall include any and all: inventions, ideas, concepts, discoveries, methodologies, processes, applications, programs, software, source code, object code, and any other code, language or programming in any stage of development, improvements, modifications, enhancements, upgrades, releases, works-in-progress, techniques, know-how, designs, creative works and original works of authorship, work product, derivative works, Specifications, data, databases, compositions of matter, drawings, notes, plans, papers, graphics, copy, artwork, images, templates, forms, reports, studies, screen designs, utilities, routines, tests, devices, materials, documents, information, content, and all other tangible and intangible works, materials and property of any kind and nature that are related to the Deliverables or created, developed, produced, delivered, or provided by or on behalf of, or made available through, Vendor (or any agent, contractor, subcontractor, subsidiary or affiliate of Vendor) in connection with this Agreement.

“Documentation” means any and all technical information, commentary, explanations, design documents, system architecture documents, database layouts, code, test materials, training materials, guides, manuals, worksheets, notes, work papers, and all other information, documentation and materials related to or used in conjunction with the Deliverables, in any medium, including hard copy, electronic, digital, and magnetically or optically encoded media.

“Enhancements” shall mean any and all updates, upgrades, patches, additions, modifications or other enhancements made by Vendor with respect to the Software, any new releases of Software, and all changes to the Documentation and Source Code made by Vendor as a result of such Enhancements.

“Governmental Entity” shall mean any Governmental Entity, as defined in Iowa Code Section 8A.101, or any successor provision to that section. The term Governmental Entity shall also include agencies, independent agencies, the Judicial Branch, courts, boards, authorities, institutions, establishments, divisions, bureaus, commissions, committees, councils, examining boards, public utilities, offices of elective constitutional or statutory officers, and other units, branches, or entities of government.

“Project” means the project to develop and implement the System and all services and Deliverables to be performed and provided by Vendor as described in a Statement of Work.

“Project Completion Date” means the date by which Vendor must complete all work and provide all Deliverables pursuant to any Statement of Work. For purposes of this Agreement, the Project Completion Date will be specified in a Statement of Work.

“Project Plan” means the Project Plan attached hereto as Schedule B, as modified from time to time upon written agreement of the parties. The Project Plan is incorporated into this Agreement by this reference as if fully set forth in this Agreement.

“Software” means all software, programs, applications and components which comprise the System including all Third Party Software and any other software, programs, applications and components listed in any and all Statements of Work, in all forms, including Source Code and object code, all related Documentation and Enhancements, and all copies of the foregoing.

“Source Code” means the human-readable source code, source program, scripts and/or programming language, including HTML, XML, XHTML, Visual Basic, and JAVA, for or related to any program, application or software (including the Software). Source Code includes all source code listings, instructions (including compile instructions), programmer’s notes, commentary and all related technical information and Documentation, including all such information and Documentation that is necessary or useful for purposes of maintaining, repairing or making modifications or enhancements to any source code, program, application or software (including the Software).

“Specifications” mean all specifications, requirements, technical standards, performance standards, representations and other criteria related to the Deliverables stated or expressed in this Agreement, the Documentation, the RFP (as defined below), and the Proposal (as defined below). Specifications shall include the Acceptance Criteria and any specifications, standards or criteria stated or set forth in any applicable state, federal, foreign and local laws, rules and regulations. [Specifications shall include, without limitation, the existing and planned data model for the System, including all data elements, logical relationships and an entity relationship diagram, the functional requirements specifications and a functional design for the System, including descriptions of each System function and a functional hierarchy diagram, a definition of the existing and planned System modules, including a diagram showing the system design, interface design document including descriptions of all internal and external interfaces, final specifications of the System architecture, including hardware, software and operating system for all system components and interfaces, the detailed System security plan, detailed business and technical requirements, detailed system planning & design, functional hierarchy diagram, entity relationship diagram, data conversion and migration protocols, Software and hardware configuration plan.] The Specifications are incorporated into this Agreement by reference as if fully set forth in this Agreement.

“Statement of Work” means the initial statement of work set forth in Schedule A to this Agreement, and any additional statement of work that may be executed by the parties, and any amendments thereto. Each Statement of Work will describe the Deliverables and services to be provided by Vendor and the fixed, not-to-exceed compensation and final delivery dates associated therewith. [In addition each Statement of Work will include, without limitation, a description of the Vendor personnel or teams that will complete the work, including each Vendor’s personnel’s roles and responsibilities; a resource allocation plan; a detailed work breakdown structure; a communication plan; a configuration management plan; a risk management plan; and detailed business and technical requirements.] Each Statement of Work is incorporated into this Agreement by this reference as if fully set forth in this Agreement.

“System” means [insert name of System or a description] as more fully described in the Agreement (including the Statement(s) of Work, RFP, and Proposal) and all component parts and Deliverables which comprise the System.

“Third Party” means a person or entity (including, but not limited to any form of business organization, such as a corporation, partnership, limited liability corporation, association, etc.) that is not a party to this Agreement.

“Third Party Software” means software, firmware and other programs licensed or acquired from Third Parties. Third Party Software shall be considered Software under this Agreement.

SECTION 3. DOCUMENTS INCORPORATED

3.1 Incorporation. The Department’s Request for Proposal No. _____ for the [System] (“RFP”) and Vendor’s proposal dated _____, in response to the RFP (“Proposal”), together with any clarifications, attachments, appendices, or amendments to the RFP and Proposal are incorporated into this

Agreement by this reference as if fully set forth in this Agreement; provided, however, that none of Vendor's proposed exceptions or modifications to the sample contracts attached to the RFP shall be incorporated into this Agreement unless expressly set forth herein.

3.2 Contractual Obligations. The terms and conditions of the RFP and of the Proposal are made contractual obligations of Vendor, except that any proposed revisions or modifications made by Vendor to the sample contracts attached to the RFP shall not be deemed to limit, modify or otherwise affect any of the contractual obligations of Vendor or the Department hereunder, unless expressly stated herein.

3.3 Preference. In the case of any inconsistency or conflict between the specific provisions of this document, the RFP or the Proposal, any inconsistency or conflict shall be resolved as follows: first, by giving preference to the specific provisions of this document and any schedules, exhibits or other attachments; second, by giving preference to the specific provisions of the RFP; and third, by giving preference to the specific provisions of the Proposal.

3.4 No Inconsistency. The references to the parties' obligations, which are contained in this document, are intended to change, modify, supplement or clarify the obligations as stated in the RFP and the Proposal. The failure of the parties to make reference to the terms of the RFP or Proposal in this document shall not be construed as creating a conflict and will not relieve Vendor of the contractual obligations imposed by the terms of the RFP and the Proposal. Terms offered in the Proposal, which exceed the requirements of the RFP, shall not be construed as creating an inconsistency or conflict with the RFP or this document. Notwithstanding anything herein to the contrary, the Department shall have only those obligations that are expressly stated in this document, and the Proposal does not create any express or implied obligations of the Department.

SECTION 4. SCOPE OF WORK

4.1 Statement(s) of Work. Vendor shall provide the Department with the Deliverables in accordance with the Statement(s) of Work and all other terms and conditions of this Agreement.

4.2 Amendments to Statement(s) of Work. The parties agree that each Statement of Work may be amended, modified, or replaced at any time during the term of this Agreement upon the mutual written consent of the parties.

4.3 Delivery. Vendor shall deliver to the Department all Deliverables as set forth in a Statement of Work. Vendor acknowledges and agrees that it shall deliver and provide to the Department all Source Code and Documentation related to any Software or other Deliverables that are created, developed, produced, delivered, performed or provided by or on behalf of, or made available through, Vendor under each Statement of Work, unless otherwise agreed to in writing by the Department. Vendor shall provide all such Deliverables in both hard copy and electronic format (acceptable to the Department) and as otherwise required and noted herein or in the applicable Statement of Work.

4.4 Performance Standards. The parties agree that the performance standards and related payment, monitoring and review provisions set forth in Schedule C are incorporated herein by this reference as if fully set forth in this Agreement.

4.5 Department Not Required to Accept or Install Enhancements. Vendor shall not condition any of the Department's rights or Vendor's obligations under this Agreement, or any other contract related to the System or the Software, on the Department accepting or installing any Enhancements or additional functionality provided by Vendor.

4.6 Hardware. Vendor shall recommend to the Department all Third Party hardware necessary or desirable to be acquired to complete work and provide the Deliverables under a Statement of Work. At the Department's sole discretion, the Department will procure such Third Party hardware directly or require Vendor to procure or make available the Third Party hardware for the Department upon such terms and conditions as are acceptable to the Department. Vendor represents and warrants with respect to all Third Party hardware procured or made available by or through the Vendor that, upon delivery to the Department: such hardware will be new and unused; title to the hardware will be free and clear of all liens, security interests, charges and encumbrances or other restrictions; the Department's use and possession of the hardware will not be interrupted or otherwise disturbed by any person or entity asserting a claim under or through Vendor; and the hardware will be free of any rightful claim of any Third Person or entity based on patent or copyright infringement, trade secret misappropriation, unfair trade practice, or otherwise.

4.7 Third Party Software. Vendor shall recommend to the Department all Third Party Software necessary or desirable to be acquired to complete work and provide all Deliverables under a Statement of Work. At the Department's sole discretion, the Department will license such Third Party Software directly or require Vendor to license or sublicense the Third Party Software to or on behalf of the Department at the Department's expense. In the latter case, Vendor shall ensure that all Third Party Software or other materials provided pursuant to this Agreement shall be licensed to the Department pursuant to a license agreement, the terms and conditions of which must be acceptable to the Department.

4.8 Manufacturers' Warranties. Vendor shall take all action necessary to ensure that the State and the Department shall be entitled to receive and enjoy all warranties, indemnities and other benefits associated with Third Party Software and Third Party hardware. At the Department's request, Vendor shall assign to the State and the Department all of the licensor's and manufacturer's warranties and indemnities pertaining to Third Party Software and Third Party hardware under any license or other agreement between Vendor and any Third Parties relating to any Third Party Software and Third Party hardware.

SECTION 5. COMPENSATION AND ADDITIONAL RIGHTS AND REMEDIES

5.1 Compensation. In consideration of Vendor providing the Department with the Deliverables in accordance with the terms and conditions of this Agreement, Vendor shall be entitled to receive the fees or other compensation associated with such Deliverables as specified in a Statement of Work, subject to all terms and conditions of this Agreement, including, without limitation Section 5.2 (Invoices) and Section 5.3 (Retention). The Department shall not be obligated to pay any other compensation, fees, expenses, costs, charges or other amounts to Vendor in connection with this Agreement or any Statement of Work. All fees and compensation payable hereunder to Vendor are fixed, not-to-exceed amounts, and Vendor shall not be compensated on a time and materials basis. [It is expressly understood and agreed that in no event will the total fees or compensation to be paid under the initial Statement of Work exceed the sum of \$_____.] Vendor is not entitled to payment for any Deliverable provided under this Agreement or any Statement of Work if the Department reasonably determines that such Deliverable has not been satisfactorily or completely delivered or performed, or that such Deliverable fails to meet or conform to any applicable Specifications or that there is a material Deficiency with respect to such Deliverable. In no event shall the Department be obligated to pay Vendor any fees, costs, compensation or other amounts in excess of the amount specified in a Statement of Work for any one or more Deliverables, unless the Department otherwise agrees to pay such fees, costs, compensation other amounts pursuant to a written Change Order or an amendment to this Agreement executed by the Department. No payment, including final payment, shall be construed as acceptance of any Deliverables with Deficiencies or incomplete work, and Vendor shall remain responsible for full performance in strict compliance with the terms and conditions of this Agreement. Vendor's acceptance of the last payment from the Department shall operate as a release of any and all claims related to this Agreement that Vendor may have or be capable of asserting against the Department or the State. No advance payments shall be made for any Deliverables provided by Vendor pursuant to this Agreement.

5.2 Invoices. Upon receipt of written notice of Acceptance from the Department with respect to one or more Deliverables, Vendor shall submit an invoice to the Department requesting payment of the fees or other compensation specified in the Statement of Work associated with such Deliverable(s), less the Retained Amount(s) to be withheld in accordance with Section 5.3. All invoices submitted by Vendor shall comply with all applicable rules concerning payment of such fees, charges or other claims and shall contain appropriate documentation as necessary to support the fees or charges included on the invoice and all information reasonably requested by the Department. The Department shall pay all approved invoices in arrears and in conformance with Iowa Code section 8A.514 and 11 Iowa Admin. Code 41.1(2). The Department may pay in less than sixty (60) days, as provided in Iowa Code section 8A.514. However, an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code section 8A.514. Notwithstanding anything herein to the contrary, the Department shall have the right to dispute any invoice submitted for payment and withhold payment of any disputed amount if the Department believes the invoice is inaccurate or incorrect in any way.

5.3 Retention. To secure Vendor's performance under this Agreement, the Department shall retain 15% of the fees or other compensation associated with each Deliverable and payable hereunder (the "Retained Amounts"). The Retained Amounts for Deliverables provided under any Statement of Work shall be payable upon the Department's delivery of written notice of Final Acceptance of such Deliverables to Vendor, subject to the terms and conditions hereof.

5.4 Erroneous Payments and Credits. Vendor shall promptly pay or refund to the Department the full amount of any overpayment or erroneous payment within ten (10) business days after either discovery by the Vendor or notification by the Department of the overpayment or erroneous payment. In the event Vendor fails to timely pay or refund any amounts due the Department under this Section 5.4, the Department will charge interest of one percent (1%) per month compounded on the outstanding balance after the date payment or refund is due, or the maximum amount allowed by law, whichever is greater. The Department may, in its sole discretion, elect to have Vendor apply any amounts due to the Department under this Section 5.4 against any amounts payable by the Department under this Agreement.

5.5 Reimbursable Expenses. There shall be no reimbursable expenses associated with this Agreement separate from the compensation referred to in this section. Vendor shall be solely responsible for all costs,

charges and expenses it incurs in connection with its performance under this Agreement, including, but not limited to, travel, mileage, meals, lodging, equipment, supplies, personnel, salaries, benefits, insurance, training, conferences, telephone, utilities, start-up costs, and all other costs and expenses of Vendor.

5.6 Set-off Against Sums Owed by Vendor. In the event that Vendor owes the Department or the State any sum under the terms of this Agreement, any other agreement, pursuant to a judgment, or pursuant to any law, the Department may set off such sum against any sum invoiced to the Department by Vendor in the Department's sole discretion unless otherwise required by law. Any amounts due to the Department as damages may be deducted by the Department from any money or sum payable by the Department to Vendor pursuant to this Agreement or any other agreement between Vendor and the Department.

5.7 Withholding Payments. In addition to pursuing any other remedy provided herein or by law, the Department may withhold compensation or payments to Vendor, in whole or in part, without penalty or legal liability to the Department or work stoppage by Vendor, in the event the Department determines that: (i) Vendor has failed to perform any of its duties or obligations as set forth in this Agreement; or (ii) any Deliverable has failed to meet or conform to any applicable Specifications or contains or is experiencing a Deficiency. No interest shall accrue or be paid to Vendor on any compensation or other amounts withheld or retained by the Department under this Agreement.

5.8 Correction/Cure. The Department may correct any Deficiencies with respect to any Deliverable or cure any Vendor default under this Agreement without prejudice to any other remedy it may have if Vendor fails to correct such Deficiencies as required in this Agreement or if Vendor otherwise defaults or fails to perform any provision of the Agreement within the time period specified in a notice of default from the Department. The Department may provide or procure the services reasonably necessary to correct any Deficiencies or cure any Vendor default, in which event Vendor shall reimburse the Department for the actual costs incurred by the Department for such services (or for the reasonable value of the time expended by any Department or State employees who provide such services). In addition, Vendor shall cooperate with the Department or any Third Parties retained by the Department who assist in curing such default, including by allowing access to any pertinent materials or work product of Vendor.

5.9 Error Correction. With respect to each notice from the Department to Vendor during the term of this Agreement that notifies Vendor that any Deliverable delivered by Vendor (and previously accepted by the Department) contains or experiences a Deficiency, Vendor shall, at no cost to the Department, promptly (i) correct the Deficiency and repair the affected Deliverable, and (ii) provide the Department with all necessary materials with respect to such repaired or corrected Deliverable, including without limitation the provision of new Source Code, master program disks or other media acceptable to the Department and related Documentation.

5.10 Monitoring and Review. The Department shall monitor and review Vendor's performance under this Agreement to ensure compliance with this Agreement. Such review and monitoring shall include the Department's assessment of invoices and reports furnished by Vendor pursuant to this Agreement.

SECTION 6. ACCEPTANCE TESTS, PROJECT MANAGEMENT, KEY PERSONNEL AND LIQUIDATED DAMAGES

6.1. Vendor shall commence and complete all work and provide all Deliverables in accordance with the deadlines, timelines, terms, conditions, Specifications and other requirements specified in this Agreement, including those which may be specified in a Statement of Work and the Project Plan. Vendor shall deliver, install and complete all services and provide all Deliverables with respect to a Statement of Work no later than the Project Completion Date.

6.2 All Deliverables shall be subject to the Department's Acceptance Testing and Acceptance, unless otherwise specified in a Statement of Work. Upon completion of all work to be performed by Vendor with respect to any Deliverable, Vendor shall deliver a written notice to the Department certifying that the Deliverable meets and

conforms to applicable Specifications and is ready for the Department to conduct Acceptance Tests; provided, however, that Vendor shall pretest the Deliverable to determine that it meets and operates in accordance with applicable Specifications prior to delivering such notice to the Department. At the Department's request, Vendor shall assist the Department in performing Acceptance Tests at no additional cost to the Department. Within a reasonable period of time after the Department has completed its Acceptance Testing, the Department shall provide Vendor with written notice of Acceptance or Non-acceptance with respect to each Deliverable that was evaluated during such Acceptance Testing. If the Department determines that a Deliverable satisfies its Acceptance Tests, the Department shall provide Vendor with notice of Acceptance with respect to such Deliverable. If the Department determines that a Deliverable fails to satisfy its Acceptance Tests, the Department shall provide Vendor with notice of Non-acceptance with respect to such Deliverable. In the event the Department provides notice of Non-acceptance to Vendor with respect to any Deliverable, Vendor shall correct and repair such Deliverable and submit it to the Department within ten (10) days of Vendor's receipt of notice of Non-acceptance so that the Department may re-conduct its Acceptance Tests with respect to such Deliverable. In the event the Department determines, after re-conducting its Acceptance Tests with respect to any Deliverable that Vendor has attempted to correct or repair pursuant to this Section 6.2, that such Deliverable fails to satisfy its Acceptance Tests, then the Department shall have the continuing right, at its sole option, to: (i) require Vendor to correct and repair such Deliverable within such period of time as the Department may specify in a written notice to Vendor; (ii) refuse to accept such Deliverable without penalty or legal liability and without any obligation to pay any fees or other amounts associated with such Deliverable (or receive a refund of any fees or amounts already paid with respect to such Deliverable); (iii) accept such Deliverable on the condition that any fees or other amounts payable with respect thereto shall be reduced or discounted to reflect, to the Department's satisfaction, the Deficiencies present therein and any reduced value or functionality of such Deliverable or the costs likely to be incurred by the Department to correct such Deficiencies; or (iv) terminate this Agreement and/or seek any and all available remedies, including damages. Notwithstanding the provisions of Section 10 of this Agreement, the Department may terminate this Agreement pursuant to this Section 6.2 without providing Vendor with any notice or opportunity to cure provided for in Section 10. The Department's right to exercise the foregoing rights and remedies, including termination of this Agreement, shall remain in effect until Acceptance Tests are successfully completed to the Department's satisfaction and the Department has provided Vendor with written notice of Final Acceptance. If the Department determines that all Deliverables satisfy its Acceptance Tests, the Department shall provide Vendor with notice of Final Acceptance with respect to such Deliverables. Vendor's receipt of any notice of Acceptance, including Final Acceptance, with respect to any Deliverable(s) shall not be construed as a waiver of any of the Department's rights to enforce the terms of this Agreement or require performance in the event Vendor breaches this Agreement or any Deficiency is later discovered with respect to such Deliverable(s). In addition, Vendor's receipt of any notice of Acceptance with respect to any Deliverable(s) shall not be construed as a waiver by the Department's of its right to refuse to provide notice of Final Acceptance.

6.3 Project Management and Reporting.

6.3.1 Vendor or Project Manager. At the time of execution of this Agreement, Vendor shall designate, in writing, a Project Manager acceptable to the Department to serve until the expiration of this Agreement. Vendor will assign a Project Manager of a management level sufficient to assure timely responses from all Vendor personnel, timely completion of tasks and achievement of milestones, and whose resume and qualifications will be reviewed and approved by the Department prior to her or his appointment as Vendor's Project Manager. Vendor represents that its Project Manager will be fully qualified to perform the tasks required of that position under this Agreement. Vendor's Project Manager shall be able to make binding decisions pursuant to this Agreement on behalf of and for Vendor. Any written commitment by Vendor's Project Manager and persons designated by her/him in writing for this purpose, within the scope of this Agreement, shall be binding upon Vendor. Vendor's Project Manager shall exercise her or his best efforts while performing under this Agreement. Vendor's Project Manager shall be at the Department's site as needed during the course of work under this Agreement and will be available either in person, by telephone or E-mail to respond promptly (in no event more than 2 hours after receipt of a request or inquiry from the Department) during the business day to inquiries from the Department;

6.3.2 Review Meetings. Commencing with performance of this Agreement, Vendor's Project Manager shall meet weekly with the Department's project manager and representatives, unless otherwise mutually agreed, to discuss progress made by the Vendor in the performance of this Agreement. At each review meeting, Vendor's Project Manager shall provide a status report, which includes, at minimum, the information described in Section 6.3.3 and describes any problems or concerns encountered since the last meeting. At the next scheduled meeting after which any party has identified in writing a problem, the Vendor shall provide a report setting forth activities undertaken, or to be undertaken, to resolve the problem, together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that will facilitate problem resolution. Vendor shall maintain records of such reports and other communications issued in writing during the course of its performance under this Agreement;

6.3.3 Reports. Vendor shall provide the Department with weekly status reports that describe, at a minimum, the previous week's activities, including problems encountered and their disposition, results of tests, whether or not deadlines were met, status of Deliverables, proposed changes to the Project Plan, any problems that may have arisen that need to be addressed before proceeding to the next week's activities, and any other information the Department may request. Vendor's proposed format and level of detail for its status reports shall be subject to the Department's approval;

6.3.4 Problem Reporting Omissions. The Department's receipt of a report that identifies any problems shall not relieve Vendor of any obligation under this Agreement or waive any other remedy under this Agreement or at law or equity that the Department may have. The Department's failure to identify the extent of a problem or Deficiency, or the extent of damages incurred as a result of a problem or Deficiency, shall not act as a waiver of performance under this Agreement;

6.3.5 Change Order Procedure. The Department may at any time request a modification to the scope of a Statement of Work using a change order. The following procedures for a change order shall be followed:

6.3.5.1 Written Request. The Department shall specify in writing the desired modifications to the Statement of Work with the same degree of specificity as in the original Statement of Work;

6.3.5.2 Vendor's Response. Vendor shall submit to the Department any proposed modifications to the Project Plan and a firm cost proposal, if applicable, for the requested change order within five (5) business days of receiving the Department's change order request. Vendor agrees that there shall be no additional cost or Vendor compensation for or with respect to any change order requests for modifications, Deliverables, modules or functionality that are envisioned in, conceptually similar in nature to, or consistent with, the RFP or the Proposal. Modifications to the Statement of Work that incorporate additional detail with respect to any Deliverable will not have the effect of increasing the not-to-exceed cost of that Deliverable, unless Vendor can show by clear and convincing evidence to the Department that the process of gathering detailed requirements for the Project revealed information previously

unknown to the Vendor, that such new information will cause the estimated time, and therefore cost, necessary to complete a particular Deliverable to increase, and that the incorporation of that information alone into the Project requirements is the sole cause of the additional time and cost;

6.3.5.3 Effect of Change Order. Both parties must sign and date the change order to authorize the change in Deliverables described therein and incorporate the changes into the Statement of Work and this Agreement. No services shall be performed pursuant to the change order and no payment shall be made on account of the change order until the change order is fully executed by both parties. Upon such execution, a change order shall alter only that portion of a Statement of Work to which it expressly relates and shall not otherwise affect the terms and conditions of this Agreement.

6.4 Key Personnel. The Department considers [specify the names and or titles of specific personnel of Vendor and Vendor's subcontractors] ("Key Personnel") to be essential to a successful project. Vendor acknowledges that a significant reason the Department has entered into this Agreement is because of the special qualifications of such Key Personnel. Vendor shall not remove, reassign, transfer, or replace any of the individual(s) identified in this section except in the event of death, illness, retirement, disability, or termination from employment, conditions permitting absence from employment under the Family and Medical Leave Act of 1993, or in the event of the Department's written consent. In the event Vendor requests the Department to consent to a removal, reassignment, transfer or other replacement of any Key Personnel, the Department may review the qualifications of the proposed substitute personnel before providing its written consent or rejecting such replacement. Any such replacement shall have substantially equivalent or better ability, experience and qualifications than the Key Personnel being replaced. Vendor shall not charge the Department, and the Department shall not pay for any proposed replacement personnel while such replacement becomes acclimated to the Project, and acquires the necessary skills and project knowledge to proceed with the work under this Agreement. In no event shall this time period exceed twenty (20) business days. Any replacement personnel approved by the Department shall thereafter be deemed Key Personnel for purposes of this Agreement. If at any time during the term of this Agreement, the Department becomes dissatisfied with the performance of any individual who is part of Vendor's personnel, the Department shall notify Vendor of the reasons for such dissatisfaction and may request replacement of such individual. Vendor will promptly investigate such request and the reasons for such dissatisfaction and report back to the Department on the corrective action Vendor believes is appropriate to address the Department's concerns and dissatisfaction. If the parties determine that such individual needs to be replaced, the replacement shall be effected promptly with a substitute individual having equal or greater ability, experience and qualifications than the departing individual.

Vendor acknowledges and agrees that any breach by Vendor of this Section 6.4 will delay and disrupt the Project and the Department's operations and will result in significant loss, expense and damages to the Department and the State. Furthermore, Vendor acknowledges and agrees that it may be extremely impractical and difficult to determine actual damages that the Department or the State may sustain as a result thereof. Accordingly, Vendor agrees to pay as liquidated damages [\$1,000 a day] for each and every day or portion thereof that Vendor removes, reassigns or substitutes a person identified in Section 6.4 in violation of that section.

The assessment of liquidated damages shall not constitute a waiver or release of any other remedy the Department may have for Vendor's breach of this Agreement, including the Department's right to terminate this Agreement. The assessment of liquidated damages shall be in addition to and not in lieu of such other remedies as may be available to the Department. It is expressly agreed that the waiver of any liquidated damages due the Department shall constitute a waiver only as to such liquidated damages and not a waiver of any future liquidated damages. Any failure by the Department to demand liquidated damages within any period of time shall not constitute a waiver of such claim by the Department.

Amounts due the Department as liquidated damages may be deducted by the Department from any fees or other compensation payable to Vendor under this Agreement, or the Department may bill Vendor for such amounts or otherwise request in writing Vendor's payment of liquidated damages assessed by the Department. Vendor shall promptly pay the Department any assessed liquidated damages, but in no event later than fifteen (15) days after the date of the Department's assessment or other written request for liquidated damages. At the Department's option, the Department may obtain payment of assessed liquidated damages through one (1) or more claims upon any performance bond furnished by Vendor.

6.5 Security Regulation; Cooperation. Vendor and Vendor's personnel shall comply with the Department's and the State's security regulations including any procedure which the Department's personnel, contractors and consultants are normally asked to follow. Vendor agrees to cooperate fully and to provide any assistance necessary to the Department in the investigation of any security breaches that may involve Vendor or Vendor's personnel.

SECTION 7. OWNERSHIP AND INTELLECTUAL PROPERTY

7.1 Ownership of Vendor-Owned Deliverables. Except as specifically granted or otherwise provided in this Agreement, Vendor shall own all Deliverables that were independently and exclusively developed by Vendor prior to the Effective Date of this Agreement ("Vendor-Owned Deliverables").

7.2 License to Vendor-Owned Deliverables. Subject to the terms and conditions of this Agreement and any license agreement(s) applicable to Vendor-Owned Deliverables, Vendor hereby grants to the Department and the State a nonexclusive, irrevocable, perpetual, fully paid up, royalty-free, worldwide right and license to use, reproduce, modify, distribute copies of, perform, display, and prepare derivative works based upon, the Vendor-Owned Deliverables, and to authorize others to do the same on the State's and the Department's behalf. The foregoing grant shall be in addition to (and shall not be construed to limit) any rights, licenses and privileges as may be granted in any license agreement(s) applicable to Vendor-Owned Deliverables. Vendor agrees that neither Vendor nor any agent, affiliate or subcontractor of Vendor shall charge the Department or the State any royalty, license fee, or similar charge for any Vendor-Owned Deliverable that was created or developed under a separate agreement using funds provided by the U.S. Federal Government whether through a cooperative agreement or otherwise.

7.3 Ownership and Assignment of Other Deliverables. [To the extent any Statement of Work provides that the Department and/or the State will own any Deliverables specifically developed by Vendor,] or [The State will own all Deliverables (excluding Vendor-Owned Deliverables) and] Vendor hereby irrevocably assigns, transfers and conveys to the Department and the State all right, title and interest in and to such Deliverables, and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables, including copyrights, patents, trademarks, trade secrets, trade dress, mask work, utility design, derivative works, and all other rights and interests therein or related thereto ("State-Owned Deliverables"). Vendor represents and warrants that the State and the Department shall acquire good and clear title to all State-Owned Deliverables, free from any claims, liens, security interests, encumbrances, intellectual property rights, proprietary rights, or other rights or interests of Vendor or of any Third Party, including any employee, agent, contractor, subcontractor, subsidiary or affiliate of Vendor. The Vendor (and Vendor's employees, agents, contractors, subcontractors, subsidiaries and affiliates) shall not retain any property interests or other rights in and to the State-Owned Deliverables and shall not use any State-Owned Deliverables, in whole or in part, for any purpose, without the prior written consent of the Department and the payment of such royalties or other compensation as the Department deems appropriate. Immediately upon the request of the Department, Vendor will deliver to the Department or destroy, or both, at the Department's option, all copies of any State-Owned Deliverables in the possession of Vendor.

[Alternative provision if Department will own all Deliverables provided under the Agreement:

7.3 Ownership and Assignment of Other Deliverables. Vendor agrees that the State and the Department shall become the sole and exclusive owners of all Deliverables, excluding Third Party Software. Vendor hereby irrevocably assigns, transfers and conveys to the State and the Department all right, title and interest in and to all Deliverables, excluding Third Party Software, and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables, including copyrights, patents, trademarks, trade secrets, trade dress, mask work, utility design, derivative works, and all other rights and interests therein or related thereto ("State-Owned Deliverables"). Vendor represents and warrants that the State and the Department shall acquire good and clear title to all State-Owned Deliverables, free from any claims, liens, security interests, encumbrances, intellectual property rights, proprietary rights, or other rights or interests of Vendor or of any Third Party, including any employee, agent, contractor, subcontractor, subsidiary or affiliate of Vendor. The Vendor (and Vendor's

employees, agents, contractors, subcontractors, subsidiaries and affiliates) shall not retain any property interests or other rights in and to the State-Owned Deliverables and shall not use any State-Owned Deliverables, in whole or in part, for any purpose, without the prior written consent of the Department and the payment of such royalties or other compensation as the Department deems appropriate. Immediately upon the request of the Department, Vendor will deliver to the Department or destroy, or both, at the Department's option, all copies of any State-Owned Deliverables in the possession of Vendor.]

7.4 Waiver. To the extent any of Vendor's rights in any State-Owned Deliverables are not subject to assignment or transfer hereunder, including any moral rights and any rights of attribution and of integrity, Vendor hereby irrevocably and unconditionally waives all such rights and enforcement thereof and agrees not to challenge the State's and the Department's rights in and to the State-Owned Deliverables.

7.5 Acknowledgement. Vendor acknowledges and agrees that the State and the Department, as owners and assignees of the State-Owned Deliverables, shall have all rights incident to complete ownership, and may, without limitation: (i) obtain, secure, file and apply for any legal protection necessary to secure or protect any rights in and to the State-Owned Deliverables, including the prosecution and issuance of letters patent, copyright registrations, and other analogous protection, and any extensions or renewals with respect thereto; (ii) adapt, change, modify, edit or use the State-Owned Deliverables as the Department or the State sees fit, including in combination with the works of others, prepare derivative works based on the State-Owned Deliverables, and publish, display, perform and distribute throughout the world any State-Owned Deliverable(s) in any medium, whether now known or later devised, including, without limitation, any digital or optical medium; and (iii) make, use, sell, license, sublicense, lease, or distribute the State-Owned Deliverables (and any intellectual property rights therein or related thereto) without payment of additional compensation to Vendor or any Third Party.

7.6 Further Assurances. At the Department's request, Vendor will (both during and after the termination or expiration of this Agreement) execute and deliver such instruments, provide all facts known to it, and take such other action as may be requested by the Department to: (i) establish, perfect or protect the State's and the Department's rights in and to the State-Owned Deliverables and to carry out the assignments, transfers and conveyances set forth in Section 7.3, and (ii) obtain and secure copyright registration or such other registrations or intellectual property protections as may be desirable or appropriate to the subject matter, and any extensions or renewals thereof. In the event the Department is unable, after reasonable effort, to secure Vendor's signature on any letters patent, copyright, or other analogous protection relating to the State-Owned Deliverables, for any reason whatsoever, Vendor hereby irrevocably designates and appoints the Department, and its duly authorized officers, employees and agents, as Vendor's agent and attorney-in-fact, to act for and in its behalf to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright registrations, and other analogous protection, including extensions and renewals thereon, with the same legal force and effect as if executed by Vendor.

7.7 Third Party Intellectual Property. In the event that a Deliverable is intellectual property owned by a Third Party "Third Party Intellectual Property"), Vendor shall secure on behalf of and in the name of the State and the Department, an irrevocable, nonexclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on the Department's and the State's behalf. In the event that a Deliverable created by Vendor under this Agreement is a derivative work based upon Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Vendor shall secure on behalf of and in the name of the State and the Department an irrevocable, nonexclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of such Third Party Intellectual Property, and to authorize others to do the same on the State's and the Department's behalf.

7.8 Rights of the Federal Government. If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, Vendor acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars and bulletins, the awarding agency of the Federal Government reserves and will receive certain rights including, without limitation a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Deliverables [developed] under this Agreement and the copyright in and to such Deliverables. [Note: this provision may need to be modified depending on the regs of the awarding agency.]

SECTION 8. REPRESENTATIONS, WARRANTIES AND COVENANTS

8.1 Vendor represents and warrants that the Deliverables (in whole and in part) shall: (i) be free from material Deficiencies; and (ii) meet, conform to and operate in accordance with all Specifications and in accordance with this Agreement for one year following the date on which the Department provides Vendor with written notice of Final Acceptance (the "Warranty Period"). During the Warranty Period, Vendor shall, at its expense, repair, correct or replace any Deliverable that contains or experiences material Deficiencies or fails to meet, conform to or operate in accordance with Specifications within ten (10) days of receiving notice of such Deficiencies or failures from the Department. In the event Vendor is unable to repair, correct or replace such Deliverable to the Department's satisfaction, Vendor shall refund the fees or other amounts paid for the Deliverables and for any services related thereto. The foregoing shall not constitute an exclusive remedy under this Agreement, and the Department shall be entitled to pursue any other available contractual, legal or equitable remedies. Vendor shall be available at all reasonable times to assist the Department with questions, problems and concerns about the Deliverables, to inform the Department promptly of any known Deficiencies in any Deliverables, repair and correct any Deliverables not performing in accordance with the warranties contained in this Agreement, notwithstanding that such Deliverable may have been accepted by the Department, and provide the Department with all necessary materials with respect to such repaired or corrected Deliverable.

8.2 Vendor represents and warrants that it is fully aware of the Department's business requirements and intended purposes and uses for the Deliverables as set forth herein and in the RFP, and the Deliverables shall satisfy such requirements in all material respects and are fit for such intended purposes and uses.

8.3 Vendor represents and warrants that: (i) all Deliverables, excluding Third-Party Software, shall be wholly original with and prepared solely by Vendor; (ii) it owns, possesses, holds, and has received or secured all rights, permits, permissions, licenses and authority necessary to provide the services and Deliverables to the Department hereunder and to assign, grant and convey the rights, benefits, licenses and other rights assigned, granted or conveyed to the Department hereunder without violating any rights of any Third Party; (iii) Vendor has not previously and will not grant any rights in any Deliverables to any Third Party that are inconsistent with the rights granted to the Department herein; and (iv) the Department shall peacefully and quietly have, hold, possess, use and enjoy the Deliverables without suit, disruption or interruption.

8.4 Vendor represents and warrants that: (i) the Deliverables (and all intellectual property rights therein and related thereto); and (ii) the Department's use of, and exercise of any rights with respect to, the Deliverables (and all intellectual property rights therein and related thereto), do not and will not, under any circumstances, misappropriate a trade secret or infringe upon or violate any copyright, patent, trademark, trade dress or other intellectual property right, proprietary right or personal right of any Third Party. Vendor further represents and warrants there is no pending or threatened claim, litigation or action that is based on a claim of infringement or violation of an intellectual property right, proprietary right or personal right or misappropriation of a trade secret related to the Deliverables. Vendor shall inform the Department in writing immediately upon becoming aware of any actual, potential or threatened claim of or cause of action for infringement or violation or an intellectual property right, proprietary right, or personal right or misappropriation of a trade secret. If such a claim or cause of action arises or is likely to arise, then Vendor shall, at the Department's request and at the Vendor's sole expense: (i) procure for the Department the right or license to continue to use the Deliverable at issue; (ii) replace such Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation or misappropriation; (iii) modify or replace the affected portion of the Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation or misappropriation; or (iv) accept the return of the Deliverable at issue and refund to the Department all fees, charges and any other amounts paid by the Department under this Agreement or any related agreement with respect to such Deliverable. In addition, Vendor agrees to indemnify, defend, protect and hold harmless the Department and the State and their officers, directors, employees, officials and agents as provided in the Indemnification section of this Agreement, including for any breach of the representations and warranties made by Vendor in this Section 8.4. The foregoing remedies shall be in addition to and not exclusive of other remedies available to the Department and shall survive termination of this Agreement.

8.5 All warranties made by Vendor in this Agreement, whether or not this Agreement specifically denominates Vendor's promise as a warranty or whether the warranty is created only by Vendor's affirmation or promise, or is created by a description of the materials and services to be provided, or by provision of samples to the Department, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade. The warranties expressed in this Agreement are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the Vendor.

8.6 Vendor represents, warrants and covenants that all services to be performed under this Agreement shall be performed in a professional, competent, diligent and workmanlike manner by knowledgeable, trained and qualified personnel, all in accordance with the terms and Specifications of this Agreement and the standards of performance considered generally acceptable in the industry for similar tasks and projects. In the absence of a Specification for the performance of any portion of this Agreement, the parties agree that the applicable specification shall be the generally accepted industry standard. So long as the Department notifies Vendor of any services performed in violation of this standard, Vendor shall re-perform the services at no cost to the Department, such that the services are rendered in the above-specified manner, or if the Vendor is unable to perform the services as warranted, Vendor shall reimburse the Department any fees or compensation paid to Vendor for the unsatisfactory services.

8.7 Vendor represents, warrants and covenants that it has complied with, and shall comply with, all applicable federal, state, foreign and local laws, rules, regulations, codes, and ordinances in connection with its performance under this Agreement.

8.8 Vendor represents, warrants and covenants that it has no interest and shall not acquire any direct or indirect interest that would conflict in any manner or degree with the performance of its obligations under this Agreement.

8.9 Vendor represents and warrants that the Deliverables will comply with any applicable federal, state foreign and local laws, rules, regulations, codes, and ordinances in effect during the term of this Agreement, including applicable provisions of Section 508 of the Rehabilitation Act of 1973, as amended, and all standards and requirements established by the Architectural and Transportation Barriers Access Board and the Iowa Department of Administrative Services, Information Technology Enterprise.

8.10 Vendor covenants that it will comply with and adhere to all Department and State information technology standards, including, without limitation, all technical and security standards, procedures and protocols, and that Vendor will take all precautions necessary to prevent unauthorized access to the Department's and the State's systems, networks, computers, property, records, data, and information.

8.11 Vendor is not in arrears with respect to the payment of any monies due and owing the State or any Department, agency or other Governmental Entity thereof, including but not limited to the payment of taxes and employee benefits, and it will not become so during the Term of this Agreement, or any extensions thereof.

8.12 Vendor represents, warrants and covenants that for the duration of the Agreement and the Warranty Period, all Documentation will accurately reflect the operation of any Deliverable(s) to which the Documentation pertains and will enable the Department to use and maintain such Deliverable(s) for their intended purposes.

8.13 Vendor's warranties provided in this Section 8 are in addition to and not in lieu of any other warranties provided in this Agreement. All warranties provided for in this Agreement shall be cumulative, shall be deemed consistent and not in conflict, are intended to be given full force and effect and to be interpreted expansively to give the broadest warranty protection to the Department.

SECTION 9. INDEMNIFICATION

9.1 Vendor and its successors and permitted assigns shall indemnify and hold harmless the Department, the State and their employees, officers, board members, agents, representatives, and officials ("Indemnitees") from and against any and all claims, actions, suits, liabilities, damages, losses, settlements, demands, deficiencies, judgments, costs and expenses (including, without limitation, the reasonable value of time of the Attorney

General's Office and the costs, expenses and attorney fees of other counsel retained by any Indemnitee) directly or indirectly related to, resulting from, or arising out of this Agreement, including but not limited to any claims related to, resulting from, or arising out of:

9.1.1 Any violation or breach of any term or condition of this Agreement by or on behalf of Vendor, including, the furnishing or making by Vendor of any statement, representation, warranty or certification in connection with this Agreement, the RFP or the Proposal that is false, deceptive, or misleading; or

9.1.2 Any negligent act or omissions, intentional or willful misconduct, or unlawful acts of Vendor, its officers, employees, agents, board members, subsidiaries, affiliates, contractors or subcontractors; or

9.1.3 Vendor's performance or attempted performance of this Agreement; or

9.1.4 Failure by Vendor or its employees, agents, officers, directors, subsidiaries, affiliates, contractors or subcontractors to comply with any applicable local, state, and federal laws, rules, ordinances and regulations; or

9.1.5 Any failure by Vendor or its employees, agents, officers, directors, contractors or subcontractors to make all reports, payments and withholdings required by Federal and state law with respect to Social Security, worker's compensation, employee income and other taxes, fees or costs required by the Vendor to conduct business in the State; or

9.1.6 Any claim of misappropriation of a trade secret or infringement or violation of any intellectual property rights, proprietary rights or personal rights of any Third Party, including any claim that any Deliverable or any use thereof (or the exercise of any rights with respect thereto) infringes, violates or misappropriates any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any Third Party.

9.2 Vendor's obligations under this Section 9 are not limited to third-party claims, but shall also apply to any claims that either party may assert against the other.

9.3 Vendor shall be liable for any personal injury or damage to property caused by the fault or negligence of Vendor, its officers, directors, employees, agents and approved contractors or subcontractors.

9.4 Vendor's duties as set forth in this Section 9 shall survive the termination of this Agreement and shall apply to all acts or omissions taken or made in connection with the performance of this Agreement regardless of the date any potential claim is made or discovered by the Department or any other Indemnitee.

SECTION 10. DEFAULT AND TERMINATION

10.1 Termination for Cause by the Department. The Department may terminate this Agreement upon written notice for the breach by Vendor of any material term, condition or provision of this Agreement, if such breach is not cured within the time period specified in the Department's notice of breach or any subsequent notice or correspondence delivered by the Department to Vendor, provided that cure is feasible. Any time allowed for cure of a default shall not eliminate or reduce any liability Vendor may have for liquidated damages. In addition, the Department may terminate this Agreement effective immediately without penalty or legal liability and without advance notice or opportunity to cure for any of the following reasons:

10.1.1 Vendor furnished any statement, representation, warranty or certification in connection with this Agreement, the RFP or the Proposal that is false, deceptive, or materially incorrect or incomplete;

10.1.2 Vendor or any of Vendor's officers, directors, employees, agents, subsidiaries, affiliates, contractors or subcontractors has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;

10.1.3 Dissolution of Vendor or any parent or affiliate of Vendor owning a controlling interest in Vendor;

10.1.4 Vendor terminates or suspends its business;

10.1.5 Vendor's authorization to engage in business either in Iowa or where organized is suspended, terminated, revoked or forfeited;

10.1.6 Vendor has failed to comply with any applicable international, federal, state, or local laws, rules, ordinances, regulations or orders when performing within the scope of this Agreement;

10.1.7 The Department determines or believes the Vendor has engaged in conduct that has or may expose the Department or the State to material liability;

10.1.8 Vendor infringes or allegedly infringes or violates any patent, trademark, copyright, trade dress or any other intellectual property right or proprietary right, or Vendor misappropriates or allegedly misappropriates a trade secret; or

10.1.9 Any of the following has been engaged in by or occurred with respect to Vendor or any corporation, shareholder or entity having or owning a controlling interest in Vendor:

10.1.9.1 Commencing or permitting a filing against it which isn't discharged within ninety (90) days, of a case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or filing an answer admitting the material allegations of a petition filed against it in any involuntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts; or consenting to any such relief or to the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts;

10.1.9.2 Seeking or suffering the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets;

10.1.9.3 Making an assignment for the benefit of creditors;

10.1.9.4 Failing, being unable, or admitting in writing the inability generally to pay its debts or obligations as they become due or failing to maintain a positive net worth and such additional capital and liquidity as is reasonably adequate or necessary in connection with Vendor's performance of its obligations under this Agreement; or

10.1.9.5 Taking any action to authorize any of the foregoing.

The Department's right to terminate this Agreement shall be in addition to and not exclusive of other remedies available to the Department, and the Department shall be entitled to exercise any other rights and pursue any remedies, in law, at equity, or otherwise.

10.2 Termination for Convenience. Following thirty (30) days written notice, the Department may terminate this Agreement in whole or in part for convenience without the payment of any penalty or incurring any further obligation or liability to Vendor. Termination for convenience can be for any reason or no reason at all.

10.3 Termination Due to Lack of Funds or Change in Law. Notwithstanding anything in this Agreement to the contrary, and subject to the limitations set forth below, the Department shall have the right to terminate this Agreement without penalty or legal liability and without any advance notice as a result of any of the following:

10.3.1 The legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this Agreement or to operate as required and to fulfill its obligations under this Agreement; or

10.3.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; or

10.3.3 If the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified; or

10.3.4 If the Department's duties, programs or responsibilities are modified or materially altered; or

10.3.5 If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects the Department's ability to fulfill any of its obligations under this Agreement or the operation of the [System].

The Department shall provide Vendor with written notice of termination pursuant to this section.

10.4 Limitation of the State's Payment Obligations. In the event of termination of this Agreement for any reason by either party (except for termination by the Department pursuant to Section 10.1), the Department shall pay only those amounts, if any, due and owing to Vendor for Deliverables for which Acceptance has been provided by the Department up to and including the date of termination of this Agreement and for which the Department is obligated to pay pursuant to this Agreement; provided however, that in the event the Department terminates this Agreement pursuant to Section 10.3, the Department's obligation to pay Vendor such amounts and other compensation shall be limited by, and subject to, legally available funds. Payment will be made only upon submission of invoices and proper proof of Vendor's claim. Notwithstanding the foregoing, this Section 10.4 in no way limits the rights or remedies available to the Department and shall not be construed to require the Department to pay any compensation or other amounts hereunder in the event of Vendor's breach of this Agreement or any amounts withheld by the Department in accordance with the terms of this Agreement. The Department shall not be liable, under any circumstances, for any of the following:

10.4.1 The payment of unemployment compensation to Vendor's employees;

10.4.2 The payment of workers' compensation claims, which occur during the Agreement or extend beyond the date on which the Agreement terminates;

10.4.3 Any costs incurred by Vendor in its performance of the Agreement, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Agreement;

10.4.4 Any damages or other amounts, including amounts associated with the loss of prospective profits, anticipated sales, goodwill, or for expenditures, investments or commitments made in connection with this Agreement;

10.4.5 Any taxes Vendor may owe in connection with the performance of this Agreement, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

10.5 Vendor's Termination Duties. Upon receipt of notice of termination and upon request of the Department, Vendor shall:

10.5.1 Cease work under this Agreement and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work performed under the Agreement and such other matters as the Department may require;

10.5.2 Immediately cease using and return to the Department any property (including, without limitation, Department Property) or materials, whether tangible or intangible, provided by the Department to Vendor;

10.5.3 Cooperate in good faith with the Department and its employees, agents and independent contractors during any transition period specified by the Department in connection with the transition of work, services and Deliverables to be provided by any replacement service provider;

10.5.4 Immediately return to the Department any payments made by the Department for services or Deliverables that were not rendered or provided by Vendor;

10.5.5 Immediately deliver to the Department any and all Deliverables (including State-Owned Deliverables, Source Code, object code, Software, and Documentation) for which the Department has made payment (in whole or in part) that is in the possession of under the control of the Vendor or its agents or subcontractors in whatever stage of development and form of recordation such property is expressed or embodied as that time.

10.6 Termination for Cause by Vendor. Vendor may only terminate this Agreement upon written notice of the breach by the Department of any material term, condition or provision of this Agreement, if such breach is not cured within sixty (60) days of the Department's receipt of Vendor's written notice of breach.

SECTION 11. INSURANCE

11.1 Insurance Policies. Vendor shall, at its sole expense, maintain in full force and effect, with insurance companies admitted to do business in the State of Iowa and acceptable to the Department, insurance covering its work of the type and in amounts required by this Agreement. Vendor's insurance shall, among other things, insure against any loss or damage resulting from or related to Vendor's performance of this Agreement regardless of the date the claim is filed or expiration of the policy. All insurance policies required by this Agreement shall: (i) be subject to the approval of the Department; (ii) remain in full force and effect for the entire term of this Agreement; and (iii) not be canceled, reduced or changed without the Department's prior written consent. The State of Iowa and the Department shall be named as additional insureds on all such policies, and all such policies shall include the following endorsement: "It is hereby agreed and understood that the State of Iowa and the Department are named as additional insured, and that the coverage afforded to the State of Iowa and the Department under this policy shall be primary insurance. If the State of Iowa or the Department have other insurance which is applicable to a loss, such other insurance shall be on an excess, secondary or contingent basis. The amount of the insurer's liability under this policy shall not be reduced by the existence of such other insurance." Notwithstanding the foregoing, the requirement that the State of Iowa and the Department be named as additional insureds on all policies of insurance shall not apply to Vendor's Workers Compensation Insurance.

Unless otherwise requested by the Department, Vendor shall cause to be issued insurance policies with the coverages set forth below:

[Note: the amounts below need to be evaluated and modified by the Department depending on the potential risk exposure to the Department and the State]

Type of Insurance	LIMIT	AMOUNT
General Liability (including contractual liability) written	General Aggregate	\$15 million

on an occurrence basis	Products –	
	Comp/Op Aggregate	\$15 million
	Personal injury	\$15 million
	Each Occurrence	\$5 million
Excess Liability, umbrella form	Each Occurrence	\$5 million
	Aggregate	\$15 million
Errors and Omissions Insurance	Each Occurrence	\$2 million
Property Damage	Each Occurrence	\$2 million
	Aggregate	\$2 million
Workers Compensation and Employer Liability	As Required by Iowa law	

11.2 Claims Provision. All insurance policies required by this Agreement, with the exception of the policy for Errors and Omissions Insurance, must provide coverage on an “occurrence basis” for all claims arising from activities occurring during the term of the policy regardless of the date the claim is filed or expiration of the policy. The policy for Errors and Omissions Insurance will provide coverage on a “claims made” basis, provided however, that such policy includes Extended Reporting Period or Tail Coverage acceptable to the Department.

11.3 Certificates of Coverage. At the time of execution of this Agreement, Vendor shall deliver to the Department certificates of insurance certifying the types and the amounts of coverage, certifying that said insurance is in force before the Vendor starts work, certifying that said insurance applies to, among other things, the work, activities, products and liability of the Vendor related to this Agreement, certifying that the State of Iowa and the Department are named as additional insureds on the policies of insurance by endorsement as required herein, and certifying that no cancellation or modification of the insurance will be made without at least thirty (30) days prior written notice to the Department. All certificates of insurance shall be subject to approval by the Department. The Vendor shall simultaneously with the delivery of the certificates deliver to the Department one duplicate original of each insurance policy.

11.4 Liability of Vendor. Acceptance of the insurance certificates by the Department shall not act to relieve Vendor of any obligation under this Agreement. It shall be the responsibility of Vendor to keep the respective insurance policies and coverages current and in force during the life of this Agreement. Vendor shall be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Vendor shall have no claim or other recourse against the State or the Department for any costs or loss attributable to any of the foregoing, all of which shall be borne solely by the Vendor. Notwithstanding any other provision of this Agreement, Vendor shall be fully responsible and liable for meeting and fulfilling all of its obligations under Section 11 of this Agreement.

11.5 Waiver of Subrogation Rights. Vendor shall obtain a waiver of any subrogation rights that any of its insurance carriers, with the exception of the insurance carrier for the policy for the Errors and Omissions Insurance, might have against the Department or the State. The waiver of subrogation rights shall be indicated on the certificates of insurance coverage supplied to the Department for all policies except for the policy for the Errors and Omissions Insurance.

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

11.7 Proceeds. In the event the Department or the State suffers a loss that may be covered under any of the insurance policies required under this Section 11, neither the Vendor nor any subsidiary or affiliate thereof shall have any right to receive or recover any payments or proceeds that may be made or payable under such policies

until the Department and/or the State have fully recovered any losses, damages or expenses sustained or incurred by it (subject to applicable policy limits), and Vendor hereby assigns to the Department and the State all of its rights in and to any and all payments and proceeds that may be made or payable under each policy of insurance required under this Agreement.

SECTION 12. CONTRACT ADMINISTRATION

12.1 Independent Contractor. Vendor is an independent contractor performing services for the Department. Vendor shall not hold itself out as an employee or agent of the Department. The Department shall not provide Vendor with office space, support staff, equipment or tools, or supervision beyond the terms of this Agreement. Neither Vendor nor any of its staff are eligible for any State employee benefits, including, but not limited to, retirement benefits, insurance coverage or the like. Vendor and its staff shall not be considered employees of the Department or the State for any purpose, including for federal or State tax purposes. The Department shall not withhold taxes on behalf of Vendor. Vendor shall be responsible for payment of all taxes in connection with any income earned from performing this Agreement.

12.2 Compliance with the Law and Regulations.

12.2.1 Vendor and its employees, agents, officers, directors, approved contractors and subcontractors shall comply with all applicable federal, state, international, and local laws, rules, ordinances, codes, regulations and orders when performing within the scope of this Agreement, including without limitation, all laws applicable to the prevention of discrimination in employment, the administrative rules of the Iowa Department of Management and the Iowa Civil Rights Commission which pertain to equal employment opportunity and affirmative action, laws relating to prevailing wages, occupational safety and health standards, prevention of discrimination in employment, payment of taxes, gift laws, lobbying laws, and laws relating to the use of targeted small businesses as subcontractors or suppliers. Vendor shall comply with any applicable reporting and compliance standards of the Iowa Department of Management regarding equal employment. Vendor may be required to submit its affirmative action plan to the Iowa Department of Management to comply with the requirements of 541 Iowa Admin. Code Chapter 4. Vendor shall make the provisions of this section a part of its contracts with any subcontractors providing goods or services related to Vendor's performance of this Agreement;

12.2.2 Vendor shall give notice to any labor union with which it has a bargaining or other agreement of its commitment under this section of the Agreement. Vendor shall make the provisions of this section a part of its contracts with any subcontractors providing goods or services related to the fulfillment or performance of this Agreement;

12.2.3 The Department may consider the failure of Vendor to comply with any law or regulation as a material breach of this Agreement.

12.3 Confidentiality. Vendor and its employees, agents, approved contractors and subcontractors may have access to Confidential Information, data, software, hardware, programs or other information or property possessed, owned or maintained by the Department or the State ("Department Property") to the extent necessary to carry out its responsibilities under the Agreement. Such Department Property shall at all times remain the property of the Department and/or the State. Vendor shall preserve the confidentiality of Department Property disclosed or furnished by the Department to Vendor and shall maintain procedures for safeguarding such property. Vendor will designate one individual who shall remain the responsible authority in charge of all Department Property collected, used, or disseminated by Vendor in connection with the performance of this Agreement. Vendor shall accept responsibility for providing adequate supervision and training to its agents, employees and any approved contractors and subcontractors to ensure compliance with the terms of this Agreement. Vendor and its employees, agents, and any approved contractors or subcontractors may be required by the Department to execute confidentiality or non-disclosure agreements to obtain access to certain Department Property. Vendor and its employees, agents, approved contractors and subcontractors shall not disclose, publish, reproduce, disseminate or otherwise use any Department Property received, collected, maintained, or used in the course of performance of the Agreement except as permitted by the Department to enable Vendor to perform its obligations under this Agreement and except as required by applicable laws, rules or regulations, either during the

term of this Agreement or thereafter. Vendor agrees to return any and all Department Property received, collected, accessed, maintained, created, or used in the course of the performance of the Agreement in whatever form it is maintained promptly at the request of the Department. In the event that Vendor receives a request for access to any Department Property, Vendor shall immediately communicate such request to the Department for consideration and handling.

Vendor shall indemnify the Department, the State and all other Indemnitees in the manner provided for indemnification elsewhere in this Agreement for a violation of this section. In the event of a breach of this section, the Department may terminate this Agreement immediately without notice of default and opportunity to cure. Vendor acknowledges that the disclosure of any Confidential Information of the Department or the State will immediately give rise to continuing irreparable injury to the Department and others that is inadequately compensable in damages at law. Accordingly, and without prejudice to any other remedy available to the Department, the Department will be entitled to injunctive relief. Vendor's obligations under this section shall survive expiration or termination of this Agreement.

12.4 Amendments. This Agreement may be amended in writing from time to time by mutual consent of the parties. Both parties must execute all amendments to this Agreement.

12.5 Third Party Rights. No person other than the parties hereto, their respective successors and permitted assigns, the State and Governmental Entities may rely on or derive any rights pursuant to or under this Agreement. This Agreement is intended to benefit only the Department, the State, Governmental Entities and the Vendor.

12.6 Choice of Law and Forum.

12.6.1 This Agreement shall be governed in all respects by, and construed in accordance with, the laws of the state of Iowa, without giving effect to the choice of law principles thereof;

12.6.2 Any and all litigation or actions commenced in connection with this Agreement, including after expiration or termination of this Agreement, shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa, if jurisdiction is proper. However, if jurisdiction is not proper in the Iowa District Court for Polk County, but is proper only in a United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa, Central Division. Vendor irrevocably: (i) consents and agrees that any legal or equitable action or proceeding arising under, in connection with or arising out of this Agreement shall be brought and maintained exclusively in the aforesaid courts; (ii) submits to and accepts, with respect to any such action or proceeding, for it and in respect of its properties and assets regardless of the physical or legal situs thereof, generally and unconditionally, the jurisdiction of the aforesaid courts; and (iii) waives any objection to such jurisdiction based on forum non conveniens or otherwise;

12.6.3 This provision shall not be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to the Department or the State, including sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise;

12.6.4 Vendor irrevocably consents to service of process by certified or registered mail addressed to the Vendor's designated agent. The Vendor appoints [] as its agent to receive service of process. If for any reason the Vendor's agent for service is unable to act as such or the address of the agent changes, Vendor shall immediately appoint a new agent and provide the Department with written notice of the change in agent or address. Any change in the appointment of the agent or address will be effective only upon actual receipt by the Department. Nothing in this provision will alter the right of the Department to serve process in any other manner permitted by law;

12.6.5 This Section 12.6 shall survive termination of this Agreement.

12.7 Assignment and Delegation. This Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party, except that the Department may assign, transfer, or convey this Agreement, in whole or in part, to any State agency, Governmental Entity or unit of State government

that succeeds the Department's duties hereunder or otherwise assumes responsibility for functions or duties currently assumed by the Department to which the Deliverables relate. For purposes of construing this clause, a transfer of a controlling interest in Vendor, a merger, sale or consolidation of Vendor, or a sale of substantially all of Vendor's assets shall be considered an assignment. Vendor agrees that it shall provide the Department with the earliest possible advance notice of any proposed sale or transfer or any controlling interest in or substantial assets of Vendor and of any proposed merger, sale or consolidation of Vendor. Vendor agrees that it shall not use this Agreement, or any portion thereof, for collateral or to otherwise secure any financial obligation of Vendor or any affiliate thereof without the prior written consent of the Department.

12.8 Use of Subcontractors/Third Parties. None of the services to be provided by Vendor pursuant to this Agreement shall be subcontracted or delegated to any Third Party without the prior written consent of the Department. The Department's consent shall not be deemed in any way to provide for the incurrence of any additional obligation of the Department, whether financial or otherwise. Any subcontract to which the Department has consented shall be in writing and shall in no way alter the terms and conditions of this Agreement. All subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that the Department may deem necessary. Vendor is solely liable for any and all payments that may be due to a subcontractor pursuant to any subcontract. Vendor shall indemnify and hold harmless the Department and the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Vendor's breach of any subcontract into which it enters, including Vendor's failure to pay any and all amounts due to any subcontractor. In addition, the Department is not responsible for any failure of any subcontractor to pay any amounts that may be due to Vendor, and Vendor may not refuse to perform its obligations under this Agreement for any such failure. If Vendor fails, neglects or refuses to pay promptly, as due, any claim for labor or services furnished to Vendor or any subcontractor by any person in connection with the Deliverables provided under this Agreement, the Department may pay such claim and charge the amount of the payment against funds due or to become due Vendor under this Agreement. The payment of a claim in the manner authorized in this paragraph shall not relieve Vendor or its surety from any obligation with respect to any unpaid claims. All subcontracts shall contain provisions which allow the Department to access the subcontractor's books, documents, and records and for inspections of work, as required of Vendor herein. No subcontract or delegation of work shall relieve or discharge Vendor from any obligation, provision, or liability under this Agreement. Vendor shall remain responsible for such performance and shall be fully responsible and liable for all acts or omissions of any such contractor or subcontractor. Any action of a subcontractor, which, if done by Vendor, would constitute a breach of this Agreement, shall be deemed a breach by Vendor and have the same legal effect.

12.9 Integration. This Agreement represents the entire Agreement between the parties concerning the subject matter hereof, and neither party is relying on any representation that may have been made which is not included in this Agreement. The Department shall not be bound by any "shrink-wrap" agreement, "click-wrap" agreement, or "sneakwrap" agreement (or any other similar agreement) that may accompany or relate to a Deliverable. Vendor acknowledges that it has thoroughly read this Agreement and all related schedules, exhibits, and other documents and has had the opportunity to receive competent advice and counsel necessary for it to form a complete understanding of all rights and obligations herein and to accept same freely and without coercion of any kind. Accordingly, this Agreement shall not be construed or interpreted against the Department on the basis of draftsmanship or preparation thereof.

12.10 Obligation Beyond Agreement Term. This Agreement shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Agreement. Vendor's obligations under this Agreement which by their nature would continue beyond the termination of this Agreement, including, by way of illustration and not by limitation, those obligations set forth in Sections 4, 5, 7, 8, 9, 10.4 - 10.6, 11, 12.2, 12.3, 12.6, 12.8, 12.10 - 12.16, 12.18, 12.19, 12.24, 12.25, 12.28, 12.30, 12.32, 12.33, and 12.37 – 12.39 shall survive termination of this Agreement and/or termination of Support. [Note: Department may need to revise these references after negotiation of Agreement is completed.]

12.11 Supersedes Former Agreements. This Agreement supersedes all prior Agreements between the Department and Vendor for the goods, services and other Deliverables provided in connection with this Agreement.

12.12 Waiver. Except as specifically provided for in a waiver signed by duly authorized representatives of the Department and Vendor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

12.13 Notices.

12.13.1 Notices. Notices under this Agreement shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to receive notice as it appears below or as otherwise provided for by proper notice hereunder. The effective date for any notice under this Agreement shall be the date of delivery of such notice (not the date of mailing) which may be effected by certified U.S. Mail return receipt requested with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS:

If to the Department:

If to Vendor:

12.13.2 Any notice or communication sent by certified U.S. Mail under this Agreement shall be deemed given upon receipt as evidenced by the U.S. Postal Service return receipt card, or if sent by overnight delivery service, upon receipt as evidenced by the signature attained by the carrier;

12.13.3 From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

12.14 Cumulative Rights. The various rights, powers, options, elections and remedies of the Department and the State provided in this Agreement shall be construed as cumulative and no one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed the Department and the State by law, and shall in no way affect or impair the right of the Department or the State to pursue any other contractual, equitable or legal remedy to which the Department and the State may be entitled. The election by the Department or the State of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

12.15 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

12.16 Time is of the Essence. Time is of the essence with respect to Vendor's performance of its obligations under this Agreement. Vendor shall ensure that all personnel and any other subcontractors of Vendor providing services to the Department are responsive to the Department's requirements and requests in all respects.

12.17 Authorization. Vendor represents and warrants that it has the right, power and authority to enter into and perform its obligations under this Agreement and that it has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Agreement, and this Agreement constitutes a legal, valid and binding obligation of Vendor, enforceable in accordance with its terms.

12.18 Successors in Interest. All the terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the parties' hereto and their respective successors, assigns, and legal representatives.

12.19 Records Retention and Access. Vendor shall maintain books, documents and records that sufficiently and properly document Vendor's performance under this Agreement, including records that document all fees and other amounts charged during the term of this Agreement, for a period of at least five (5) years following the later of the date of final payment, termination or expiration of this Agreement, or the completion of any required audit. Vendor shall permit the Auditor of the State of Iowa or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of

the United States government, at no charge, to access and examine, audit, excerpt and transcribe any pertinent books, documents, electronic or optically stored and created records or other records of Vendor relating directly or indirectly to Vendor's performance under this Agreement. Vendor shall not impose a charge or seek payment for any fee, charge, or expense associated with any audit or examination of such books, documents and records. Vendor shall require its subcontractors to agree to the same provisions of this section.

12.20 Headings or Captions and Terms. The section headings or captions are for identification purposes only and do not limit or construe the contents of the sections. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural, and the word "or" has the inclusive meaning represented by the phrase "and/or." The words "include" and "including" shall be deemed to be followed by the phrase "without limitation." The words "thereof," "herein," "hereunder," and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement.

12.21 Multiple Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one contract binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

12.22 Not a Joint Venture. **Nothing in this Agreement shall be construed as creating or constituting the relationship of the partnership, joint venture (or other association of any kind or agent/principal relationship) between the parties hereto. No party, unless otherwise specifically provided for herein, has the authority to enter into any agreement or create an obligation or liability on behalf of, in the name of, or binding upon, another party to this Agreement.**

12.23 Additional Provisions. The parties agree that if an Addendum, Rider, Schedule, Appendix or Exhibit is attached hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference.

12.24 Further Assurances and Corrective Instruments. The parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement.

12.25 Obligations of Joint Entities. If Vendor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this agreement, and for any default of such activities and obligations.

12.26 Delays or Impossibility of Performance. Neither party shall be in default under this Agreement if performance is prevented, delayed or made impossible to the extent that such prevention, delay, or impossibility is caused by a "force majeure." The term "force majeure" as used in this Agreement includes an event that no human foresight could anticipate or which if anticipated, is incapable of being avoided. Circumstances must be abnormal and unforeseeable, so that the consequences could not have been avoided through the exercise of all due care, such as acts of God, war, civil disturbance and other similar catastrophic events or causes. The delay or impossibility of performance must be beyond the control and without the fault or negligence of the parties. "Force majeure" does not include: financial difficulties of the Vendor or any parent, subsidiary, affiliated or associated company of Vendor or any subcontractor used by Vendor; claims or court orders that restrict Vendor's ability to deliver the Deliverables contemplated by this Agreement; strikes; labor unrest; or supply chain disruptions. If delay results from a subcontractor's or supplier's conduct, negligence or failure to perform, the Vendor shall not be excused from compliance with the terms and obligations of the Vendor unless the subcontractor or supplier is prevented from timely performance by a "force majeure" as defined in this Agreement. If a "force majeure" delays or prevents the Vendor's performance, the Vendor shall immediately use its best efforts to directly provide alternate, and to the extent possible, comparable performance. Comparability of performance and the possibility of comparable performance shall be determined solely by the Department. The party seeking to exercise this provision and not perform or delay performance pursuant to a "force majeure" shall immediately notify the other party of the occurrence and reason for the delay. The parties shall make every effort to minimize the time of nonperformance and the scope of work not being performed due to the unforeseen events.

Dates by which the Vendor's performance obligations are scheduled to be met will be extended only for a period of time equal to the time lost due to any delay so caused.

12.27 Material Breaches. The references in this Agreement to specific material breaches of this Agreement shall not be construed as implying that other breaches of this Agreement are not material.

12.28 Right of Inspection. Vendor shall allow the Department, or anyone designated by the Department, to inspect its facilities and books and records at all reasonable times in order to monitor and evaluate performance of this Agreement.

12.29 Taxes. Vendor shall be responsible for paying any taxes incurred by Vendor in the performance of this Agreement. The Department and the State are exempt from the payment of State sales and other taxes.

12.30 Title to Property. Title to all property (including Department Property) furnished by the Department and/or the State to Vendor to facilitate the performance of this Agreement shall remain the sole property of the Department and/or the State. All such property shall only be used by Vendor for purposes of fulfilling its obligations under this Agreement and shall be returned to the Department upon the earliest of completion, termination, or cancellation of this Agreement or at the Department's request. Vendor acknowledges that it shall acquire no interest or rights in and to such property. Except as expressly provided in this Agreement, Vendor shall not disclose or use such property for any purpose, including pledging or encumbering it, selling or using it for monetary gain, using it to compile mailing lists, solicit business or pursue other business activities, or otherwise. Title to all property purchased by Vendor, for which Vendor has been reimbursed or paid by the Department under this Agreement, shall pass to and vest in the Department and/or State, except as otherwise provided in this Agreement.

12.31 Exclusivity. This Agreement is not exclusive. During the term of this Agreement, the Department may obtain similar services from other service providers.

12.32 Award of Related Agreements. The Department may undertake or award supplemental or successor agreements for work related to this Agreement. Vendor shall cooperate fully with other contractors, consultants and other persons who may be engaged by the Department or the State in connection with this Agreement. Vendor will ensure that any of its contractors or subcontractors that have been approved by the Department will abide by this provision.

12.33 Sovereign Immunity. **The Department and the State do not waive sovereign immunity by entering into this Agreement and specifically retain and reserve the defense of sovereign immunity and all defenses available to them under State and federal laws, rules and regulations for any claim arising out of or related to this Agreement.**

12.34 Disclaimer. All information contained in the RFP and any appendices or attachments thereto reflect the information available to the Department at the time the above-cited documents were prepared. The Department does not warrant the accuracy of any such information and shall not be liable for any errors or omissions, or the results of errors or omissions, which may be discovered, at any time, to exist in those documents.

12.35 Procurement by other Governmental Entities. Vendor acknowledges and agrees that other State agencies, courts, boards, commissions, establishments, units and other Governmental Entities may procure services and Deliverables from Vendor under this Agreement.

12.36 Assignment of Third Party Warranties. Vendor hereby assigns and shall assign to the Department any and all existing and future warranties, indemnities and other benefits obtained or available from the licensor of any Third Party software or the manufacturer of any equipment or replacement parts provided or otherwise furnished in connection with this Agreement.

12.37 Attorney's Fees and Expenses. In the event Vendor defaults in any obligations under this Agreement, Vendor shall pay to the Department all costs and expenses (including, without limitation, the reasonable value of time of the Attorney General's Office and the costs, expenses and attorney fees of other counsel retained by or on behalf of the Department) incurred by the Department in enforcing this Agreement or any of its rights and remedies with respect thereto.

12.38 Contract Compliance Audit. Vendor agrees that the Department or a representative of its selection may conduct a complete contract compliance audit at least once annually during the term of this Agreement and after termination or expiration of this Agreement to determine whether or not the Vendor is complying with the terms of this Agreement, criteria established for access to Department Property, State and federal laws regarding Confidential Information, and any other applicable laws and regulations. Vendor shall promptly comply with and correct any deficiencies noted in the audit report as audit exceptions and will promptly implement any recommendations reasonably requested by the Department or its representatives. Vendor shall not impose any charge or fee in connection with any contract compliance audit.

12.39 Care of Property. Vendor shall be responsible for the proper custody and care of any property, data, databases, software, interfaces, hardware, telecommunications lines and equipment, intellectual property and Department Property furnished by the Department for Vendor's use in connection with the performance of the Agreement. Vendor shall exercise its best efforts to prevent damage to all such property and shall, at the Department request, restore damaged property to the extent possible to its condition prior to the damage at the sole expense of Vendor. Such restoration shall be complete when judged satisfactory by the Department. In addition, at the Department's request, Vendor will reimburse the Department for any loss or damage to such property caused by Vendor, or any agent, contractor or subcontractor employed or utilized by Vendor. Vendor shall not take any action that would impair the value of, or goodwill associated with, the name, property and intellectual property rights of the Department and the State. Vendor shall obtain the prior advance written approval from the Department prior to Vendor's use (in advertising, publicity, public contract bidding, or otherwise) of the name, marks or intellectual property rights of the Department or the State.

12.40 Notification of Events. Vendor shall notify the Department in writing if any of the following has been engaged in by or occurred with respect to Vendor or any corporation, shareholder or entity having or owning a controlling interest in Vendor:

12.40.1 Vendor files or permits the filing against it of a case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or filing an answer admitting the material allegations of a petition filed against it in any involuntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts; or consenting to any such relief or to the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against it seeking liquidation, reorganization or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts; or

12.40.2 Seeking or suffering the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets; or

12.40.3 Making an assignment for the benefit of creditors; or

12.40.4 Failing, being unable, or admitting in writing the inability generally to pay its debts or obligations as they become due or failing to maintain a positive net worth and such additional capital and liquidity as is reasonably adequate or necessary in connection with Vendor's performance of its obligations under this Agreement; or

12.40.5 An order is entered approving an involuntary petition to reorganize the business of Vendor for all or

part of its property; or

12.40.6 If a writ or warrant of attachment, execution, distraint, levy, possession or any similar process that may materially affect the operation of Vendor is issued by any court or administrative agency against all or any material portion of Vendor's property; or

12.40.7 Taking any action to authorize any of the foregoing.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

**State of Iowa, acting by and through
the Iowa Department of**

Name of Vendor

By: _____

Name:

Title:

Date: _____

By: _____

Date: _____

SCHEDULE A –STATEMENT OF WORK

SCHEDULE B – PROJECT PLAN

SCHEDULE C – SAMPLE PERFORMANCE STANDARDS: PAYMENT, MONITORING AND REVIEW

The parties acknowledge and agree that high quality and timely delivery of the Deliverables that Vendor is required to provide as part of this Agreement is important and essential to the overall success of this Agreement.

1. PAYMENT FOR PERFORMANCE

- Vendor compensation is tied to performance as provided in Sections 5.2, 5.3, 5.7, 5.10, 6.2, and 8.1 of the Agreement.
- Vendor will submit to the Department detailed invoices requesting payment of compensation and all such supporting information to justify the requested compensation and such other information as the Department may request in accordance with Section 5.2 of the Agreement.
- Vendor is required by this Agreement to provide the Department with detailed weekly reports in accordance with Section 6.3 of this Agreement.
- Vendor will comply with the Monitoring and Review provisions of this Agreement.
- The Department will perform Acceptance Testing in accordance with this Agreement.

2. MONITORING

In order to allow the Department to effectively monitor the Vendor's compliance with and performance under this Agreement, the Vendor will in accordance with this Agreement provide the following documentation:

- Detailed invoices with supporting information as required by Section 5.2 of the Agreement.
- Weekly activity status reports as defined in Section 6.3 of this Agreement.
- The Department will use the Acceptance procedures described in Section 6.2 of the Agreement to monitor the quality of Deliverables and to determine whether Deliverables meet Acceptance Criteria.

3. REVIEW

The Department will use the following measures and documentation in reviewing performance under this Agreement:

- Monitoring the Project schedule and timely completion of scheduled tasks.
- Detailed invoices with supporting information as required by Section 5.2 of the Agreement.
- Weekly activity status reports as defined in Section 6.3 of this Agreement.

Attachment 6 Proposed Software License Agreement

This Software License Agreement (the "Agreement") is effective as of _____ ("Effective Date"), and is made by and between [name of licensor], ("Licensor") and the State of Iowa ("State"), acting by and through the [name of Agency] ("Agency") (the State and the Agency shall be referred to individually and collectively as "Licensee").

SECTION 1. DEFINITIONS

In addition to any other terms that may be defined elsewhere in this Agreement, the following terms shall have the following meanings:

"Authorized Contractors" mean independent contractors, consultants or other Third Parties who are retained or hired by Licensee or a Governmental Entity to host, maintain, modify, support or enhance the Software or to otherwise assist Licensee or Governmental Entities with their use of the Software consistent with the rights granted herein.

"Confidential Information" means, subject to any applicable State and federal laws and regulations, including but not limited to Iowa Code Chapter 22, any confidential or proprietary information or trade secrets disclosed by either party (a "disclosing party") to the other party (a "receiving party") that, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the parties, exercising reasonable business judgment, to be confidential. Confidential Information does not include any information that: (i) was rightfully in the possession of the receiving party from a source other than the disclosing party prior to the time of disclosure of the information by the disclosing party to the receiving party; (ii) was known to the receiving party prior to the disclosure of the information by the disclosing party; (iii) was disclosed to the receiving party without restriction by an independent third party having a legal right to disclose the information; (iv) is in the public domain or shall have become publicly available other than as a result of disclosure by the receiving party in violation of this Agreement or in breach of any other agreement with the disclosing party; (v) is independently developed by the receiving party without any reliance on Confidential Information disclosed by the disclosing party; (vi) is disclosed or is required or authorized to be disclosed pursuant to law, rule, regulation, subpoena, summons, or the order of a court, lawful custodian, governmental agency or regulatory authority, or by applicable regulatory or professional standards; or (vii) is disclosed by the receiving party with the written consent of the disclosing party.

"Deficiency" means a defect, flaw, anomaly, failure, omission, interruption of service, or other problem of any nature whatsoever with respect to the Software, including, without limitation, any failure of the Software to conform to or meet an applicable Specification. Deficiency also includes the lack of something essential or necessary for completeness or proper functioning of the Software.

"Documentation" means any and all technical information, commentary, explanations, design and system architecture documents, database layouts, test materials, training materials, guides, manuals, worksheets, notes, work papers, and all other information, documentation and materials related to or used in conjunction with the Software, in any medium, including hard copy, electronic, digital, and magnetically or optically encoded media.

"Enhancements" means all updates, upgrades, patches, additions, modifications or other enhancements to the Software provided or made by Licensor or any Third Party, any new releases of Software, and all changes to the Documentation and Source Code as a result of such Enhancements.

"Governmental Entity" shall mean any Governmental Entity, as defined in Iowa Code Section 8A.101(4), or any successor provision to that section. The term Governmental Entity shall also include agencies, independent agencies, the Judicial Branch, courts, boards, authorities, institutions, establishments, divisions, bureaus, commissions, committees, councils, examining boards, offices of elective constitutional or statutory officers, and other units, branches, or entities of government.

“Public Code” means one or more of the following: (1) any software that contains or is derived in any manner (in whole or in part) from open source software or software subject to similar licensing or distribution requirements; and (2) any software that requires as a condition of its use, modification or distribution that such software (or other software incorporated into, derived from or distributed with such software) be either (a) disclosed or distributed in source code form; (b) licensed for the purpose of making derivative works; or (c) redistributable at no charge.

“Services Contract” means the Services Agreement by and between the Agency and [name of vendor] (“Vendor”) dated _____, and all schedules, exhibits, and other attachments to that agreement, including, without limitation, the Statement of Work.

“Software” means the [name of software product9s)] and all other software, programs, applications, modules and components listed in Schedule A, in object code form, all related Documentation and Enhancements, and all copies of the foregoing. In the event Licensee accesses or receives the Source Code in accordance with the terms of Section 2.2 of this Agreement, the term “Software” as used throughout this Agreement shall be deemed to include and apply to Source Code.

“Source Code” means the human-readable source code, source program, scripts and/or programming language, including HTML, XML, XHTML, Visual Basic, and JAVA, for or related to the Software. Source Code includes all source code listings, instructions (including compile instructions), programmer’s notes, commentary and all related technical information and Documentation, including all such information and Documentation that is necessary or useful for purposes of maintaining, repairing, or making modifications or enhancements to the Software and the Source Code.

“Specifications” mean all specifications, requirements, technical standards, performance standards, representations and other criteria related to the Software stated or expressed in this Agreement, the Services Contract, Documentation, the Licensee’s Request for Proposal No. _____ for the [name of System] (“RFP”), and the Vendor’s proposal dated _____, in response to the RFP (“Proposal”). Specifications shall include the Acceptance Criteria and any specifications, standards or criteria stated or set forth in any applicable state, federal, foreign and local laws, rules and regulations. The Specifications are incorporated into this Agreement by reference as if fully set forth in this Agreement.

“Statement of Work” shall have the meaning ascribed to it in the Services Contract.

“Third Party” means a person or entity (including, but not limited to any form of business organization, such as a corporation, partnership, limited liability corporation, association, etc.) that is not a party to this Agreement.

“Toolsets” means the business process modeling tool and any other programming, IDE, or business analysis tool or set of tools used by the Contractor for development or implementation of the requirements of RFP No. JB050508.

“User” means any Third Party that is authorized or permitted by the Licensee or a Governmental Entity to access or use the Software and its functions.

“Warranty Period” shall mean the one year period commencing on the date on which the Licensee provides Vendor with Licensee’s written notice of Acceptance of the Software.

All other capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Services Contract.

SECTION 2. SOFTWARE LICENSE

2.1 License. Licensors hereby grants to Licensee and to Governmental Entities a nonexclusive, irrevocable, perpetual, fully paid up, royalty-free, worldwide right and license to:

2.1.1 Use, install, host, access, execute, copy, modify, edit, format, translate, maintain, support, repair, enhance, test, demonstrate, and display the Software, and prepare derivative works based on the Software, in all media now known or hereafter created;

2.1.2 Combine and use the Software with other software, firmware, Public Code and hardware;

2.1.3 Grant any or all of the rights set forth/granted in Subsections 2.1.1 and 2.1.2 above to Authorized Contractors; and

2.1.4 Grant rights to access and use the Software and its functions to Users.

All Software subject to this Agreement may be used on any one or more of the computers, data center locations, networks, Internet or intranet sites, servers or other systems of Licensee, any Governmental Entity, or any Authorized Contractor ("Licensee Systems"). For purposes of this Agreement, the parties agree that if the Licensee or any Governmental Entity makes any modifications or enhancements to the Software (whether directly or indirectly through an Authorized Contractor), the Licensee or Governmental Entity who makes such modification or enhancement owns such modifications or enhancements.

The foregoing license grants and rights include a license under any current or future patents owned or licensable by Licensors to the extent necessary: (i) to exercise any license right granted herein; and (ii) to combine the Software with any other Deliverables provided under the Services Contract, including with any hardware and software.

2.2 Escrow of Source Code and Documentation. Licensors shall deposit and maintain at all times during the term of this Agreement a complete copy of the Source Code (on a media and in an electronic format acceptable to Licensee) and all related Documentation for the most current version and immediately preceding version of the Software provided to Licensee hereunder (and under any agreement involving maintenance and/or support) in escrow with an escrow agent satisfactory to the Licensee. As Enhancements are produced or made available by Licensors (including pursuant to any agreement involving maintenance and/or support of the Software), Licensors shall immediately thereafter deposit a complete copy of the Source Code (on a media and in an electronic format acceptable to Licensee) and all updated Documentation in escrow with the escrow agent for Licensee's benefit. Licensee shall be entitled to receive all Source Code and Documentation in escrow from the escrow agent, after providing ten (10) days written notice to the escrow agent, upon the occurrence of any one or more of the following events: (i) Licensors violate or commits a breach of any term or condition of this Agreement or any agreement relating to maintenance and support of the Software, and Licensors fail to cure such breach within the time period established for curing such breach, if any; (ii) Licensors assigns, transfers, delegates, or subcontracts any of its maintenance or support obligations or duties under, or any interest in, any agreement it may have with Licensee relating to maintenance or support of the Software, without the prior written consent of Licensee; (iii) Licensors ceases to provide maintenance and support to Licensee, whether due to its ceasing to conduct business generally or otherwise, including, but not limited to Licensors's decision to no longer maintain or support the Software; (iv) Licensors terminates or suspends its business or ceases to do business; (v) Licensors becomes subject to any bankruptcy or insolvency proceeding under federal or state law; (vi) Licensors has become insolvent or unable to pay its obligations as they accrue or become due; (vii) Licensors makes an assignment for the benefit of Licensors's creditors; (viii) a receiver, trustee, liquidator, custodian or similar official has been appointed to act on behalf of the Licensors with respect to any of its operations or assets; (ix) Licensors merges, is sold or enters into an agreement to sell all or substantially all of its assets resulting in Licensors's failure to remain a party to, or otherwise retain all of its rights and obligations under, this Agreement or any agreement relating to maintenance and support of the Software, and the survivor or acquirer does not assume all of Licensors's rights and obligations under such agreements, whether by operation of law, written agreement or otherwise; or (x) Licensors violates or commits a breach of any term or condition of the source code escrow agreement, which breach has not been cured by Licensors within any applicable time period stated therein for curing such breach. Licensors, Licensee and an escrow agent acceptable to Licensee, shall execute and deliver a source code escrow agreement substantially in the form attached hereto as Schedule C (with such modifications as may be acceptable to Licensee) within fifteen (15) days after execution of this Agreement. Licensors shall pay all costs and fees payable to the escrow agent under the source code escrow agreement and shall not change the escrow agent or terminate, amend or

modify the source code escrow agreement during the term of this Agreement, without Licensee's prior written consent.

In the event Licensee accesses or receives the Source Code in accordance with the terms of this Section 2.2, all of the rights and privileges granted under this Agreement with respect to the Software shall apply to the Source Code, and Licensee, Governmental Entities, and their Authorized Contractors shall be entitled to exercise all of such rights and privileges with respect to the Source Code, including all rights to maintain, modify, enhance, and prepare derivative works based upon, the Software and/or the Source Code.

2.3 Licensee Not Required to Accept or Install Enhancements. Licensor shall not condition any of the Licensee's rights and remedies, or the Licensor's obligations, under this Agreement or any other agreement related to the Software, on the Licensee accepting or installing any Enhancements or additional functionality provided by Licensor.

SECTION 3. TERM

The term of this Agreement and the license granted hereunder shall be perpetual unless terminated by either party only in accordance with the express terms of this Agreement.

SECTION 4. DELIVERY AND INSTALLATION.

Licensor shall deliver the Software to Agency and setup and install the Software (either directly, or indirectly, through Vendor) for use on the Licensee Systems specified by Licensee in accordance with the Services Contract and the Statement of Work. Licensor shall bear all freight, shipping, handling and insurance costs for delivery of the Software and shall bear all risk of loss with respect to the Software, including any losses resulting from any damage to or destruction of the Software, in whole or in part, which may occur prior to Licensee's delivery of written notice of Acceptance to Licensor with respect to the Software.

SECTION 5. COMPENSATION.

5.1 License Fee. In consideration of the grant of the perpetual license and all other rights granted to Licensee and Governmental Entities under this Agreement, Licensor shall be entitled to receive the amount specified in or in Schedule A to license the Software, subject to all of the terms and conditions of this Agreement and the Services Contract. Such amount, when paid, shall be deemed a fully paid-up license fee, and Licensee and Governmental Entities shall not be required to pay any additional license fees, expenses, costs, charges or other amounts in connection with this Agreement and the rights granted hereunder, unless otherwise agreed by Licensee in writing.

5.2 Invoice and Payment. Upon Licensor's receipt of a copy of Licensee's written notice to Vendor of Licensee's Acceptance of the Software, Licensor shall submit an invoice to the Agency requesting payment of the license fee specified in Schedule A. In submitting its invoice, Licensor shall comply with all applicable rules concerning the payment of fees, charges or other claims, and Licensor will include with its invoice appropriate documentation as necessary to support the fees stated on the invoice and all information reasonably requested by the Agency. The Agency shall pay all approved invoices in accordance with and subject to the terms and conditions of the Services Contract, including Sections 5.1- 5.4, 5.6, 5.7 and 10.4 thereof. Notwithstanding anything herein to the contrary, the Agency shall have the right to dispute any invoice submitted for payment and withhold payment of any disputed amount if the Agency believes the invoice is inaccurate or incorrect in any way.

5.3 Set Off. In the event that Licensor owes the Agency or the State any sum under the terms of this Agreement, the Services Contract, any other agreement, pursuant to a judgment, or pursuant to any law, the Agency may set off such sum against any sum invoiced to the Agency in the Agency's sole discretion unless otherwise required by law. Amounts due to the Agency or State as liquidated damages or any other damages awarded by a court, an administrative law judge, or any other similar entity, may be deducted by the Agency from any money or sum payable by the Agency to Licensor pursuant to this Agreement or any other agreement between Licensor and the Agency or the State.

5.4 Withholding. In addition to pursuing any other remedy provided herein or by law, the Agency may withhold compensation or payments to Licensor, in whole or in part, without penalty or legal liability to Licensee or work stoppage by Licensor, in the event: (i) Licensor fails to provide Software or correct any Deficiencies with respect to any Software to Licensee's satisfaction; (ii) Licensor fails to perform any of its other obligations as set forth in this Agreement and/or the Services Contract; or (iii) the Software or any portion thereof fails to meet or conform to any applicable Specifications. No interest shall accrue or be paid to Licensor on any compensation or other amounts withheld or retained pursuant to the Section 5.4.

SECTION 6. REPRESENTATIONS, WARRANTIES AND COVENANTS.

6.1 Licensor represents and warrants that during the Warranty Period, the Software (in whole and in part) shall: (i) be free from material Deficiencies; (ii) conform to and operate in accordance with all Specifications; and (iii) be compatible with and interoperate fully and correctly with the Licensee Systems specified in Schedule B. Licensor warrants that all media containing or relating to the Software furnished hereunder shall be free from defects in material and workmanship. During the Warranty Period, Licensor shall, at Licensee's request and at Licensor's expense, repair, correct or replace any Software that fails to comply with the warranties and requirements of this Section 6.1 promptly upon receiving notice of such failure from Licensee, but in no event more than 3 days after the date of receipt of such notice. In the event Licensor is unable to repair, correct or replace such Software to Licensee's satisfaction, Licensor shall refund the fees or other amounts paid for such Software within ten (10) business days after Licensee's request for such refund. The foregoing shall not constitute an exclusive remedy under this Agreement, and Licensee shall be entitled to pursue any other available contractual, legal or equitable remedies.

6.2 Licensor represents and warrants that Licensor is fully aware of Licensee's business requirements and intended uses for the Software as set forth in the [RFP], and the Software shall satisfy such requirements in all material respects and is fit for such intended uses.

6.3 Licensor represents and warrants that: (i) it is the owner of the Software and any and all intellectual property rights in and to such Software, including, but not limited to, copyrights, trademarks, trade secrets, trade dress, and/or patent rights; (ii) it owns, possesses, holds, and has received all rights, permits, permissions, licenses and authority necessary to provide all Software to Licensee hereunder and to grant and convey the benefits, licenses and other rights granted or conveyed to Licensee and Governmental Entities hereunder without violating any rights of any Third Party; (iii) the Software shall be wholly original with and prepared solely by Licensor; (iv) Licensor has not previously and will not grant any rights in the Software to any Third Party that are inconsistent with the rights granted herein; and (v) Licensee and Governmental Entities shall peacefully and quietly have, hold, possess, use and enjoy all Software without suit, disruption or interruption.

6.4 Licensor represents and warrants that: (i) the Software (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to, the Software); (ii) Licensee's (and any Governmental Entity's or User's) use of the Software in accordance with the terms of this Agreement; and (iii) Licensee's (and any Governmental Entity's or User's) exercise of the rights, licenses and benefits granted or conveyed hereunder, do not and will not misappropriate a trade secret or infringe upon any copyright, patent, trademark, trade dress or other intellectual property right, proprietary right or personal right of any Third Party. Licensor further represents and warrants there is no pending or threatened claim, litigation or action that is based on a claim of infringement or violation of an intellectual property right, proprietary right or personal right or misappropriation of a trade secret related to the Software. Licensor shall immediately inform Licensee in writing upon becoming aware of any actual, potential or threatened claim of infringement or violation of any intellectual property right, proprietary right or personal right or misappropriation of a trade secret related to the Software. If such a claim arises or is likely to arise, then Licensor shall, at the Licensee's request: (i) procure for the Licensee and Governmental Entities the right or license to continue to use the Software at issue; (ii) replace such Software with functionally equivalent or superior Software free of any such infringement, violation or misappropriation; or (iii) modify or replace the affected portion of the Software with functionally equivalent or superior Software free of any such infringement, violation or misappropriation. In the event Licensor is unable to fulfill its obligation under (i), (ii) or (iii) above as requested, Licensor shall accept the return of the Software and refund to the Licensee all fees, charges and any other amounts paid by the Licensee with respect to such Software. In addition, Licensor agrees to fully indemnify, defend, protect and hold harmless the Licensee, Governmental Entities and their officers, directors,

employees, officials and agents as provided in the Indemnification section of this Agreement. The foregoing remedies shall be in addition to and not exclusive of other remedies available to the Licensee and shall survive termination of this Agreement.

6.5 The Licensor represents and warrants that all Software provided under this Agreement which uses date data shall accurately process data, including but not limited to, calculating, comparing and sequencing from, into, between and among the nineteenth, twentieth and twenty-first centuries, including leap year calculations, integral calculations, day-in-year calculations, day-of-week calculations and week-of-year calculations; and not experience abnormal ending and/or produce invalid or incorrect results in the operation of the Software or Licensee's System. If the Software is to perform as a system with other hardware and/or software, then this warranty shall apply to the Software as it processes, transfers, sequences data, or otherwise interacts with other software, hardware, components or other parts of the system, provided that such other software, hardware, components or parts do not fail to meet any applicable requirements of this Section 6.5. The remedies available to the Licensee for breach of this warranty include, but are not limited to, repair or replacement of non-compliant Software. Nothing in this warranty shall be construed to limit any rights or remedies of the Licensee under this Agreement with respect to Deficiencies in the Software other than data processing compliance.

6.6 The Licensor represents and warrants that all Software and Enhancements do not and shall not as delivered or provided by Licensor contain an anti-use device, a disabling device, lockup program, a so-called "time bomb" or "drop dead" device, "back door," instructions, contaminants, viruses, Trojan Horses, worms, cancelbots, or any other mechanism, code or computer programming routine that will disable, damage, impair or impede, lock-up, alter, halt, abnormally end, surreptitiously intercept, expropriate or interfere with the Software, Licensee Systems or any data or information of Licensee. Licensor further represents and warrants that all Software and Enhancements do not contain any other programming or device of any kind that would allow unauthorized access to the Software by Licensor or any other person or any Third Party. Licensor covenants that it will not under any circumstance, including enforcement of a valid contract right, (i) install or trigger a lockup program or disabling device, or (ii) take any step that would in any manner interfere with Licensee's use of the Software or Licensee Systems, or restrict Licensee from accessing its data files or in any way interfere with the transaction of Licensee's business. For any breach of this provision, Licensor shall, immediately after receipt of notification of the breach, cure the breach to Licensee's satisfaction, including, without limitation, repairing, at Licensor's expense, any damage done to the Software or Licensee Systems or any other property.

6.7 Licensor represents, warrants and covenants that it has complied with, and shall comply with, all applicable federal, state, local and international laws, rules, regulations, codes, orders and ordinances in connection with its performance of this Agreement.

6.8 Licensor represents and warrants that it has no interest and shall not acquire any direct or indirect interest that would conflict in any manner or degree with the performance of its obligations under this Agreement.

6.9 Licensor represents and warrants that the Software and the license, use and other rights granted hereunder comply with, and shall comply with, all applicable federal, state, local and international laws, rules, regulations, codes, orders and ordinances in effect as of the date of this Agreement, including applicable provisions of Section 508 of the Rehabilitation Act of 1973, as amended, and all standards and requirements established by the Architectural and Transportation Barriers Access Board and the Iowa Department of Administrative Services, Information Technology Enterprise.

6.10 Licensor represents and warrants that it has not incorporated and will not incorporate, without the prior written consent of Licensee, any Public Code, in whole or in part, into any part of the Software or any Enhancement, or use Public Code, in whole or in part, in the development of any part of the Software or any Enhancement in a manner that may subject the Software or any Enhancement, in whole or in part, to all or part of the license obligations of any Public Code. [except that Licensee has consented to the use and incorporation of Public Code into the Software as described in Schedule A. Licensor represents and warrants that nothing in Licensor's agreements with Third Parties for use and incorporation of Public Code into the Software conflicts or will conflict with the terms of this Agreement, or interferes or will interfere in any manner with Licensee's (and any successor entity's or Governmental Entity's) full exercise of the rights, licenses and benefits granted or conveyed herein.]

6.11 Licensors represents and warrants that all Documentation will accurately reflect the operation of the Software or other Deliverables to which the Documentation pertains and will enable the Licensee to use, modify and maintain the Software fully and completely.

6.12 Licensors warranties provided in this Section 6 are in addition to and not in lieu of any other warranties provided in this Agreement. All warranties provided for in this Agreement shall be cumulative, shall be deemed consistent and not in conflict, are intended to be given full force and effect and to be interpreted expansively to give the broadest warranty protection to the Licensee.

SECTION 7. TERMINATION.

7.1 Termination by Licensee for Cause. The Licensee may terminate this Agreement, without penalty or legal liability, upon written notice for the breach by Licensors of any material term, condition or provision of this Agreement, if such breach is not cured within any time period specified in the notice of breach or any subsequent notice delivered by Licensee to Licensors, assuming cure is feasible. The Licensee's right to terminate this Agreement shall be in addition to and not exclusive of other remedies available to the Licensee.

7.2 Termination by Licensee for Reasons Other Than Cause. Licensee may terminate this Agreement for any of the reasons for which the Agency may terminate the Services Contract (including Sections 10.2 and 10.3, but excluding Section 10.1) upon providing any applicable written notice expressly required to be provided pursuant to the Services Contract. For purposes of this Section 7.2, all references in the Services Contract to the terms "State," "Agreement," "Deliverables," and Vendor, shall be deemed to include and additionally refer to the terms "Licensee," "Agreement," "Software," and "Licensors," respectively, as used herein. Licensee's right to terminate this Agreement for any of the reasons provided herein shall survive termination of the Services Contract.

7.3 Termination by Licensors for Cause. Licensors may only terminate this Agreement and revoke the license and other rights granted under this Agreement if Licensee has breached this Agreement by failing to pay in full the license fee specified in Section 5.1 in accordance with the terms of this Agreement and the Services Contract, or if Licensee commits a material breach of Section 9.2 of this Agreement, provided in either event that Licensors first gives Licensee written notice of the alleged breach and a 60-day period in which to cure the breach. Licensors may not terminate this Agreement and revoke the license and other rights granted hereunder if Licensee's failure to pay any portion or all of the license fee or other amounts arises from or relates to Licensee's withholding or retention of such amounts in accordance with this Agreement or the Services Contract. Upon termination of this Agreement by Licensors in accordance with this Section 7.3, Licensee will return the Software to Licensors or will certify in writing to Licensors that it has destroyed all copies of the Software. Except as expressly provided in this Section 7.3, Licensors shall not be entitled to terminate this Agreement or revoke the license and other rights granted herein.

7.4 Limitation of the Licensee's Payment Obligations. In no event shall Licensee be required to pay any amounts other than those expressly stated in Section 5.1 of this Agreement. The Licensee (and Governmental Entities) shall not be liable, under any circumstances and regardless of termination of this Agreement, for any of the following:

7.4.1 The payment of unemployment compensation to Licensors's employees;

7.4.2 The payment of workers' compensation claims, which occur during the Agreement or extend beyond the date on which the Agreement terminates;

7.4.3 Any costs incurred by Licensors in its performance of the Agreement, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Agreement and/or the Services Contract;

7.4.4 Any damages or other amounts for or relating to the loss of prospective profits, anticipated sales, goodwill, or for expenditures, investments or commitments made in connection with this Agreement, the Services Contract or any agreement with Third Parties;

7.4.5 Any taxes Licensor may owe in connection with the performance of this Agreement or the Services Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

SECTION 8. INDEMNIFICATION.

8.1 Licensor and its successors and permitted assigns shall indemnify and hold harmless the Licensee and Governmental Entities and their employees, officers, directors, agents, and officials (individually and collectively "Indemnitees") from and against any and all claims, actions, suits, liabilities, damages, losses, settlements, demands, deficiencies, judgments, costs and expenses (including, without limitation, the reasonable value of time of the Attorney General's Office and the costs, expenses and attorney fees of other counsel retained by any Indemnatee) related to, resulting from or arising out of this Agreement, including, but not limited to, any claims related to, resulting from, or arising out of:

8.1.1 Any violation or breach of any term or condition of this Agreement by Licensor; or

8.1.2 Any negligent acts or omissions, intentional or willful misconduct, or unlawful acts of Licensor, its officers, employees, agents, directors, contractors or subcontractors; or

8.1.3 Failure by Licensor or its employees, agents, officers, or directors to comply with any applicable local, state, and federal laws, rules, ordinances or regulations; or

8.1.4 Any claim of misappropriation of a trade secret or infringement or violation of any intellectual property rights, proprietary rights or personal rights of any Third Party, including any claim that the Software or any use thereof (or the exercise of any rights with respect thereto) infringes, violates or misappropriates any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any Third Party.

8.2 Licensor's obligations under this Section 8 are not limited to third-party claims, but shall also apply to any claims that either party may assert against the other.

8.3 Licensor shall be liable for any personal injury or damage to property caused by the fault or negligence of Licensor, its officers, directors, employees, agents, contractors and subcontractors.

8.4 Licensor's duties as set forth in this Section 8 shall survive the termination of this Agreement and shall apply to all acts or omissions taken or made in connection with the performance of this Agreement regardless of the date any potential claim is made or discovered by the Licensee or any other Indemnatee.

SECTION 9. CONTRACT ADMINISTRATION.

9.1 Independent Contractor. The status of the Licensor shall be that of an independent contractor. Licensee shall not provide the Licensor with office space, support staff, equipment or tools, or supervision beyond the terms of this Agreement. Neither the Licensor nor its employees shall be considered employees of the State of Iowa. Neither the Licensor nor its employees are eligible for any State employee benefits, including but not limited to, retirement benefits, insurance coverage or the like. Neither the Licensor nor its employees shall be considered employees of the Licensee or the State of Iowa for federal or state tax purposes. Licensee shall not withhold taxes on behalf of the Licensor (unless required by law). The Licensor shall be responsible for payment of all taxes in connection with any income earned in connection with this Agreement.

9.2 Confidentiality. Except as provided or contemplated herein, and subject to applicable federal, state or international laws, rules or regulations (including Iowa Code Chapter 22 and [insert citation for the Agency's Fair Info. Practices rules) the Licensee shall not disclose to Third Parties (excluding Governmental Entities and

Authorized Contractors) any information of Licensor that is marked or otherwise clearly identified by Licensor as Confidential Information without the prior written consent of Licensor. Licensor shall limit such identification to information it reasonably believes is entitled to confidential protection pursuant to such applicable laws, rules and regulations. Notwithstanding the foregoing, the Licensee may disclose Licensor's Confidential Information pursuant to: (i) any legal, judicial, or administrative proceedings, subpoena, summons, order, ruling or other legal or administrative processes; and/or (ii) applicable laws, rules, or regulations. In such event, the Licensee shall provide prompt notice to Licensor of the circumstances giving rise to the Licensee's disclosure. Licensor acknowledges that the Licensee is subject to Iowa Code Chapter 22 and other laws, rules and regulations governing public records. If a request is made to view or otherwise access Licensor's Confidential Information pursuant to such laws, rules or regulations, the Licensee will promptly notify Licensor of the request. Subject to the foregoing, the Licensee will use reasonable efforts to protect Licensor's Confidential Information provided such information can reasonably be determined to constitute a confidential record under Iowa Code Section 22.7 or other applicable laws, rules or regulations. In the event the Licensee reasonably determines that such information is not a confidential record, the Licensee may release such information unless Licensor files an action in Polk County District Court to prevent the release of the requested information within ten (10) days of receiving notice from the Licensee.

9.3 Compliance with Laws. Licensor and its employees, agents, officers, directors, contractors and subcontractors shall comply with all applicable federal, state, international and local laws, rules, ordinances, regulations and orders when performing within the scope of this Agreement, including, without limitation, all laws applicable to the prevention of discrimination in employment, the administrative rules of the Iowa Department of Management or the Iowa Civil Rights Commission which pertain to equal employment opportunity and affirmative action, laws relating to prevailing wages, occupational safety and health standards, prevention of discrimination in employment, payment of taxes, gift laws, lobbying laws and laws relating to the use of targeted small businesses as subcontractors or suppliers. Licensor shall comply with any applicable reporting and compliance standards of the Iowa Department of Management regarding equal employment. Licensor may be required to submit its affirmative action plan to the Iowa Department of Management to comply with the requirements of 541 Iowa Admin. Code 4. Licensor represents and warrants that it has complied with all federal, state, foreign and local laws, codes, rules, ordinances, orders and regulations applicable to the performance of its obligations under this Agreement.

9.4 Amendments. This Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to this Agreement must be fully executed by the parties.

9.5 Third-Party Rights. No person other than the parties hereto, their respective successors and permitted assigns, Governmental Entities, Users and Authorized Contractors may rely on or derive any rights pursuant to or under this Agreement. This Agreement is intended to benefit only the Licensee, Governmental Entities, Users, Authorized Contractors, and the Licensor.

9.6 Choice of Law and Forum. This Agreement shall be governed in all respects by, and construed in accordance with, the laws of the state of Iowa, without giving effect to the choice of law principles thereof. Any and all litigation or actions commenced in connection with this Agreement, including after expiration or termination of this Agreement, shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa, if jurisdiction is proper. However, if jurisdiction is not proper in the Iowa District Court for Polk County, but is proper only in a United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa, Central Division. Licensor hereby irrevocably: (i) consents and agrees that any legal or equitable action or proceeding arising under, in connection with or arising out of this Agreement shall be brought and maintained exclusively in the aforesaid courts; (ii) submits to and accepts, with respect to any such action or proceeding, for it and in respect of its properties and assets regardless of the physical or legal situs thereof, generally and unconditionally, the jurisdiction of the aforesaid courts; and (iii) waives any objection to such jurisdiction based on forum non conveniens or otherwise. This provision shall not be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to the Licensee, including sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise. Licensor irrevocably consents to service of process by certified or registered mail addressed to the Licensor's designated agent. The Licensor appoints CT Corporation System, 2222 Grand Avenue, Des Moines, IA 50312, as its agent to receive service of process. If for any reason the Licensor's agent for service is

unable to act as such or the address of the agent changes, Licensor shall immediately appoint a new agent and provide the Agency with written notice of the change in agent or address. Any change in the appointment of the agent or address will be effective only upon actual receipt by the Licensee. Nothing in this provision will alter the right of the Licensee to serve process in any other manner permitted by law. This Section 9.6 shall survive termination of this Agreement.

9.7 Assignment and Delegation. This Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party, except that the Licensee may assign, transfer or convey this Agreement, in whole or in part, to any State agency, Governmental Entity, or unit of State government that succeeds the Agency's rights hereunder or otherwise assumes responsibility for functions or duties currently assumed by the Agency to which the Software relates. For purposes of construing this clause, a transfer of a controlling interest in the Licensor, a merger, sale or consolidation of Licensor, or a sale of substantially all of Licensor's assets shall be considered an assignment. Licensor agrees that it shall provide Licensee with the earliest possible advance notice of any proposed sale or transfer or any controlling interest in or substantial assets of Licensor and of any proposed merger, sale or consolidation of Licensor. Licensor agrees that it shall not use this Agreement, or any portion thereof, for collateral or to otherwise secure any financial obligation of Licensor or any affiliate thereof without the prior written consent of Licensee.

9.8 Integration. This Agreement represents the entire agreement between the parties concerning the grant of the perpetual license, distribution rights and other rights granted to Licensee and Governmental Entities under this Agreement, and neither party is relying on any representation that may have been made with respect thereto which is not included in this Agreement. This Agreement shall not supersede the Services Contract. Licensee shall not be bound by any "shrink-wrap" agreement, "click-wrap" agreement, "sneakwrap" agreement, or any other similar agreement that may accompany or relate to the Software. Licensor acknowledges that it has thoroughly read this Agreement and all related schedules, exhibits and other documents and has had the opportunity to receive competent advice and counsel necessary for it to form a complete understanding of all rights and obligations herein and to accept same freely and without coercion of any kind. Accordingly, this Agreement shall not be construed or interpreted against the Licensee on the basis of draftsmanship or preparation hereof.

9.9 Headings or Captions and Terms. The paragraph headings or captions are for identification purposes only and do not limit or construe the contents of the paragraphs. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural, and the word "or" has the inclusive meaning represented by the phrase "and/or." The words "include" and "including" shall be deemed to be followed by the phrase "without limitation." The words "thereof," "herein," "hereunder," and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement.

9.10 Not a Joint Venture. Nothing in this Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. No party, unless otherwise specifically provided for herein, has the authority to enter into any agreement or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Agreement.

9.11 Obligations Beyond Agreement Term. This Agreement shall remain in full force and effect perpetually unless terminated pursuant to Section 7 of this Agreement. Licensor's obligations under this Agreement which by their nature would continue beyond the termination of this Agreement, including, by way of illustration and not by limitation, those obligations set forth in Sections 2.1-2.3, 5.2-5.4, 6-8, 9.4, 9.2, 9.3, 9.5, 9.6, 9.8, 9.11-9.16, 9.18, 9.19, 9.22, 9.24, 9.26, and 9.29-9.32 shall survive termination of this Agreement. [needs to be reviewed when agreement is near final]

9.12 Use of Third Parties. None of the services to be provided by Licensor pursuant to this Agreement shall be subcontracted or delegated to any Third Party without the prior written consent of Licensee. Licensee's consent shall not be deemed in any way to provide for the incurrence of any additional obligation of Licensee, whether financial or otherwise. Any subcontract to which the Licensee has consented shall be in writing and shall in no way alter the terms and conditions of this Agreement. All subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that Licensee may deem necessary. Licensor is

solely liable for any and all payments that may be due to the subcontractor pursuant to its subcontract agreement with Licensor. Licensor shall indemnify, defend and hold harmless the Licensee from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Licensor's breach of any subcontract into which it enters, including Licensor's failure to pay any and all amounts due by Licensor to any subcontractor. No subcontract or delegation of work shall relieve or discharge Licensor from any obligation, provision, or liability under this Agreement. Licensor shall remain responsible for such performance and shall be fully responsible and liable for all acts or omissions of any such contractor or subcontractor. Any action of a subcontractor, which, if done by Licensor, would constitute a breach of this Agreement, shall be deemed a breach by Licensor and have the same legal effect.

9.13 Waiver. Except as specifically provided for in a waiver signed by duly authorized representatives of Licensee and the Licensor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.

9.14 Notices. Notices under this Agreement shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to receive notice as it appears below or as otherwise provided for by proper notice hereunder. The effective date for any notice under this Agreement shall be the date of delivery of such notice (not the date of mailing) which may be effected by certified U.S. Mail return receipt requested with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS:

If to Licensee:

If to Licensor:

Any notice or communication sent by certified U.S. Mail under this Agreement shall be deemed given upon receipt as evidenced by the U.S. Postal Service return receipt card, or if sent by overnight delivery service, upon receipt as evidenced by the signature attained by the carrier. From time to time, either party may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

9.15 Cumulative Rights. The various rights, powers, options, elections and remedies of Licensee provided in this Agreement shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed Licensee by law, and shall in no way affect or impair the right of Licensee to pursue any other contractual, equitable or legal remedy to which Licensee may be entitled. Licensee's election of any one or more remedies shall not constitute a waiver of the right to pursue any other available remedies.

9.16 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

9.17 Authorization. Licensor represents and warrants to Licensee that:

9.17.1 It has the right, power and authority to enter into and perform its obligations under this Agreement;

9.17.2 It has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Agreement, and this Agreement constitutes a legal, valid and binding obligation upon itself enforceable in accordance with its terms.

9.18 Successors in Interest. All the terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns, and legal representatives

9.19 Record Retention And Access. The Licensor shall maintain books, records, and documents which sufficiently and properly document all services and deliverables provided under this Agreement and calculate all charges billed to the Licensee throughout the term of this Agreement for a period of at least five (5) years following the later of the date of final payment, termination or expiration of this Agreement, or completion of any required audit. The Licensor shall permit the Licensee, the Auditor of the State of Iowa or any authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Licensor relating to orders, invoices, or payments or any other documentation or materials pertaining to this Agreement. The Licensor shall not impose or seek payment for any charge, fee or expense associated with any audit or examination of the Licensor's books and records conducted in accordance with this provision.

9.20 Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one contract binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

9.21 Additional Provisions. The parties agree that if an Addendum, Schedule, Rider or Exhibit is attached and referred to in this Agreement then the same shall be deemed incorporated herein by reference.

9.22 Further Assurances and Corrective Instruments. Licensor agrees that it will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement.

9.23 Award of Related Agreements. The Licensee may undertake or award supplemental or successor agreements for work related to this Agreement, the Services Contract or with respect to the Software. Licensor shall cooperate fully with other contractors, consultants and other persons who may be engaged by Licensee in connection with this Agreement, the Services Contract or with respect to any of the Software. Licensor will ensure that its subcontractors, if any, will abide by this provision.

9.24 Sovereign Immunity. The Agency, Governmental Entities and the State do not waive sovereign immunity by entering into this Agreement and specifically retain and reserve the defense of sovereign immunity and all defenses available to them under State and federal laws, rules and regulations, including, without limitation, Iowa Code Chapter 669 and the Constitution of the State of Iowa.

9.25 Reserved for any special provisions or unique requirements of Agency.

9.26 Care of Property. Licensor shall be responsible for the proper custody and care of any Licensee Property furnished for Licensor's use in connection with the performance of the Agreement, and Licensor will reimburse the Licensee for any loss or damage to such property caused by Licensor, or any person, agent or subcontractor employed or utilized by Licensor, normal wear and tear excepted.

9.27 Licensor shall notify Licensee in writing if any of the following has been engaged in by or occurred with respect to Licensor or any corporation, shareholder or entity having or owning a controlling interest in Licensor:

9.27.1 Licensor files or permits the filing against it of a case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or filing an answer admitting the material allegations of a petition filed against it in any involuntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts; or consenting to any such relief or to the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against it seeking liquidation, reorganization or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts;

9.27.2 Seeking or suffering the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets; or

9.27.3 Making an assignment for the benefit of creditors; or

9.27.4 Failing, being unable, or admitting in writing the inability generally to pay its debts or obligations as they become due or failing to maintain a positive net worth and such additional capital and liquidity as is reasonably adequate or necessary in connection with Licensor's performance of its obligations under this Agreement;

9.27.5 An order is entered approving an involuntary petition to reorganize the business of Licensor for all or part of its property; or

9.27.6 If a writ or warrant of attachment, execution, distraint, levy, possession or any similar process that may materially affect the operation of Licensor is issued by any court or administrative agency against all or any material portion of Licensor's property; or

9.27.7 Taking any action to authorize any of the foregoing.

9.28 Material Breaches. The references in this Agreement to specific material breaches of this Agreement shall not be construed as implying that other breaches of this Agreement are not material.

9.29 Taxes. Licensor shall be responsible for paying any taxes incurred by Licensor in the performance of this Agreement. The State and the Agency are exempt from the payment of Iowa sales and other taxes.

9.30 Obligations of Joint Entities. If Licensor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this agreement, and for any default of such activities and obligations.

9.31 Attorney's Fees and Expenses. Subject to the other terms and conditions of this Agreement, in the event Licensor defaults in any obligations under this Agreement, Licensor shall pay to Licensee all costs and expenses (including, without limitation, the reasonable value of time of the Attorney General's Office and the costs, expenses and attorney fees of other counsel retained by or on behalf of Licensee) incurred by Licensee in enforcing this Agreement or any of its rights and remedies with respect thereto.

9.32 Time is of the Essence. Time is of the essence with respect to Licensor's performance of its obligations under this Agreement. Licensor shall ensure that all personnel providing services to Licensee are responsive to Licensee's requirements and requests in all respects.

SECTION 10. EXECUTION.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

Licensor

[name].

By: _____ Date: _____

Title: _____

Licensee

State of Iowa, acting by and through
the [name of Agency]

By: _____

Date: _____

Title: _____

SCHEDULE A
DESCRIPTION OF SOFTWARE AND LICENSE FEES

SCHEDULE B
DESCRIPTION OF LICENSEE SYSTEMS

SCHEDULE C

SOURCE CODE ESCROW AGREEMENT

Deposit Account Number: _____

1. Introduction.

This Source Code Escrow Agreement (the "**Agreement**") is entered into by and between [_____] (the "**Depositor**"), and by the State of Iowa, acting by and through the [name of Agency] (the "**Beneficiary**") and by [_____] ("**Escrow Agent**") on this 25th day of November, 2008 (the "**Effective Date**"). Depositor, Beneficiary, and Escrow Agent may be referred to individually as a "Party" or collectively as the "Parties" throughout this Agreement.

- (a) The use of the term services in this Agreement shall refer to Escrow Agent services that facilitate the creation, management, and enforcement of software or other technology escrow accounts as described in Exhibit A attached hereto ("**Services**"). A Party shall request Services under this Agreement by submitting a work request to the Escrow Agent for certain Escrow Agent Services ("**Work Request**") via written instruction, with a copy of such request submitted to all parties.
- (b) The Beneficiary and Depositor have, or will have, entered into a license agreement or other agreement (the "Software License Agreement") conveying intellectual property rights to the Beneficiary, and the Parties intend this Agreement to be considered as supplementary to the Software License Agreement, pursuant to Title 11 United States [Bankruptcy] Code, Section 365(n). Terms not defined herein shall have the meaning or definition ascribed to them in the Software License Agreement, a copy of which is attached hereto.

2. Depositor Responsibilities and Representations.

- (a) Depositor shall make an initial deposit that is complete and functional of all proprietary technology and other materials covered under this Agreement, including the Source Code and Documentation, as defined and described in the Software License Agreement (collectively "**Deposit Material**") to Escrow Agent within thirty (30) days of the Effective Date. Depositor shall deposit and maintain at all times during the term of the Software License Agreement a complete copy of the Source Code (on a media and in an electronic format acceptable to Beneficiary) and all related Documentation for the most current version and immediately preceding version of the Software provided to Beneficiary under the Software License Agreement (and under any agreement involving maintenance and/or support of the Software) in escrow with Escrow Agent. As Enhancements are produced or made available by Depositor (including pursuant to any agreement involving maintenance and/or support of the Software), Depositor shall immediately thereafter deposit a complete copy of the Source Code (on a media and in an electronic format acceptable to Beneficiary) and all updated Documentation in escrow with Escrow Agent for Beneficiary's benefit. At the time of each deposit or update, Depositor will provide an accurate and complete description of all Deposit Material sent to Escrow Agent using the form attached hereto as Exhibit B.
- (b) Depositor represents and warrants that it lawfully possesses all Deposit Material provided to Escrow Agent under this Agreement free of any liens, pledges, security interests or other encumbrances as of the date of their deposit. Depositor represents, warrants and covenants that any Deposit Material liens or encumbrances made after their deposit will not prohibit, limit, or alter the rights and obligations of Escrow Agent under this Agreement. In the event the Beneficiary receives the Deposit Material in accordance with Exhibit C, Beneficiary's use of the Deposit Material shall not be limited or otherwise adversely affected by any liens, pledges, security interests or other encumbrances granted or established by or on behalf of Depositor with respect to the Deposit Material. Depositor represents and warrants that with respect to the Deposit Material, Escrow Agent's proper administration of this Agreement will not violate the rights of any third parties.
- (c) Depositor represents that all Deposit Material is readable and useable in its then current form; if any portion of such Deposit Material is encrypted, the necessary decryption tools and keys to read such material are deposited contemporaneously. Depositor represents and warrants that the Deposit Material is in a form suitable for reproduction by computer equipment, and the Deposit Material includes all necessary materials to permit a programmer to recreate executable versions of the Software from the Source Code and to maintain and support the Software.

- (d) Depositor agrees, upon request by Escrow Agent, in support of Beneficiary's request for verification Services, to promptly complete and return the Escrow Deposit Questionnaire attached hereto as Exhibit D. Depositor consents to Escrow Agent's performance of any level(s) of verification Services described in Exhibit A attached hereto and Depositor further consents to Escrow Agent's use of a subcontractor to perform verification Services. Any such subcontractor shall be bound by the same confidentiality obligations as Escrow Agent and shall not be a direct competitor to either Depositor or Beneficiary. Escrow Agent shall be responsible for the delivery of Services of any such subcontractor as if Escrow Agent had performed the Services. Depositor represents that all Deposit Material is provided with all rights necessary for Escrow Agent to verify such proprietary technology and materials upon receipt of a Work Request for such Services or agrees to use commercially reasonable efforts to provide Escrow Agent with any necessary use rights or permissions to use materials necessary to perform verification of the Deposit Material. Depositor agrees to cooperate with Escrow Agent by providing reasonable access to its technical personnel for verification Services whenever reasonably necessary.
- (e) Depositor agrees to deposit with the Escrow Agent a new copy of the Deposit Material in the event that all or any material part of the Deposit Material then on deposit with the Escrow Agent is destroyed or so corrupted as to not be compilable into machine-readable form.

3. Beneficiary Request for Verification Services.

Beneficiary may submit a verification Work Request to Escrow Agent for one or more of the Services defined in Exhibit A attached hereto and further consents to Escrow Agent's use of a subcontractor if needed to provide such Services. Beneficiary warrants that Escrow Agent's use of any materials supplied by Beneficiary to perform the verification Services described in Exhibit A is lawful and does not violate the rights of any third parties.

4. Escrow Agent Responsibilities and Representations.

- (a) Escrow Agent agrees to provide the Services requested by Authorized Person(s) (as identified in the "Authorized Person(s)/Notices Table" below) representing the Depositor or Beneficiary in a Work Request. Escrow Agent may reject a Work Request (in whole or in part), except for any Work Request by Beneficiary to Release Deposit Material, that does not contain all required information at any time upon notification to the Party originating the Work Request.
- (b) Escrow Agent will conduct a visual inspection upon receipt of any Deposit Material and associated Exhibit B. If Escrow Agent determines that the Deposit Material does not match the description provided by Depositor represented in Exhibit B attached hereto, Escrow Agent will notify Depositor and Beneficiary of such discrepancies and notate such discrepancy on the Exhibit B.
- (c) Escrow Agent will provide notice to the Beneficiary of all Deposit Material that is accepted and deposited into the escrow account under this Agreement.
- (d) Escrow Agent will work with a Party who submits any verification Work Request for Deposit Material covered under this Agreement to either fulfill any standard verification Services Work Request or develop a custom Statement of Work ("**SOW**"). Escrow Agent and the requesting Party will mutually agree in writing to an SOW on the following terms and conditions that include but are not limited to: description of Deposit Material to be tested; description of Verification testing; requesting Party responsibilities; Escrow Agent responsibilities; Service Fees; invoice payment instructions; designation of the paying Party; designation of authorized SOW representatives for both the requesting Party and Escrow Agent with name and contact information; and description of any final deliverables prior to the start of any fulfillment activity. After the start of fulfillment activity, each SOW may only be amended or modified in writing with the mutual agreement of both Parties, in accordance with the change control procedures set forth therein.
- (e) Escrow Agent will hold and protect Deposit Material in physical or electronic vaults that are either owned or under the control of Escrow Agent, unless otherwise agreed to by the Parties. Escrow Agent shall provide and exercise the same degree of care as is generally accepted to constitute industry best practices for commercial providers of source code escrow agent services
- (f) Upon receipt of written instructions by both Depositor and Beneficiary, Escrow Agent will permit the replacement or removal of previously submitted Deposit Material. The Party making such request shall be responsible for getting the other Party to approve the joint instructions.

5. Payment.

The Party responsible for payment designated in Exhibit A ("**Paying Party**") shall pay to Escrow Agent all fees as set forth in the Work Request ("**Service Fees**"). All Service Fees payable by Depositor are due within thirty (30)

calendar days from the date the invoice is received by the Depositor. Escrow Agent shall submit an invoice to the Paying Party requesting payment of the Service Fees specified in Exhibit A. Any invoice submitted to the Beneficiary shall comply with any applicable State of Iowa rules or procedures concerning payment of such fees, charges or other claims and shall contain appropriate documentation as necessary to support the fees or charges included on the invoice and all information reasonably requested by the Beneficiary. The Beneficiary shall pay all approved invoices in arrears and in conformance with Iowa Code section 8A.514 and 11 Iowa Admin. Code 41.1(2). The Beneficiary may pay in less than sixty (60) days, as provided in Iowa Code section 8A.514. However, an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code section 8A.514. The Beneficiary shall have the right to dispute any invoice submitted for payment and withhold payment of any disputed amount if the Beneficiary believes the invoice is inaccurate or incorrect. Any Service Fees not timely paid by the Depositor when due shall bear interest until paid at a rate of one percent (1%) per month (12% per annum) or the maximum rate permitted by law, whichever is less.

6. Term and Termination.

- (a) The “**Term**” of this Agreement is for a period of one (1) year from the Effective Date (“**Initial Term**”) and will automatically renew for additional one (1) year terms (“**Renewal Term**”) and continue in full force and effect until one of the following events occur: (i) Depositor and Beneficiary provide Escrow Agent with sixty (60) days’ prior written joint notice of their intent to terminate this Agreement; (ii) Beneficiary provides Escrow Agent and Depositor with sixty (60) days’ prior written notice of its intent to terminate this Agreement; or (iii) the Agreement terminates under another provision of this Agreement. If the Effective Date is not specified in the Introduction section, then the last date noted on the signature blocks of this Agreement shall be the Effective Date.
- (b) Unless the express terms of this Agreement provide otherwise, upon termination of this Agreement. Except in the event of a termination of this Agreement due to the fault of or breach by Depositor, in which case Escrow Agent shall release the Deposit Material to the Beneficiary, Escrow Agent shall return the Deposit Material to the Depositor. If reasonable attempts to return the Deposit Material to Depositor are unsuccessful, Escrow Agent shall destroy the Deposit Material.
- (c) Agent shall be permitted to terminate this Agreement and return the Deposit Material to Depositor for the failure of the Beneficiary to timely pay any undisputed Service Fees for which Beneficiary is expressly responsible under Exhibit A; provided, however, that no termination may occur for non-payment of fees by Beneficiary unless and until the Escrow Agent has provided Beneficiary with sixty (60) days notice and Beneficiary fails to pay such undisputed fees within such sixty day period. Escrow Agent also may terminate this Agreement for any failure by Depositor to pay any Service Fees for which Depositor is expressly responsible under this Agreement if the Escrow Agent provides written notice to the Parties of such failure or material breach and intention to terminate and Depositor fails to cure such failure or material breach within thirty (30) days after receipt of such notice; provided, however, that prior to any such termination becoming effective the Escrow Agent shall first deliver to the Depositor above all of the Deposit Material.

7. General Indemnity.

Subject to Section 10 and 11, Depositor shall defend, indemnify and hold harmless the other Parties, their corporate affiliates and their respective officers, directors, employees, and agents and their respective successors and assigns from and against any and all claims, losses, liabilities, damages, and expenses (including, without limitation, reasonable attorneys’ fees), arising under this Agreement from the negligent or intentional acts or omissions of the Depositor or its subcontractors, or the officers, directors, employees, agents, successors and assigns of any of them.

8. Warranties.

- (a) ESCROW AGENT REPRESENTS AND WARRANTS ANY AND ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A PROFESSIONAL AND WORKMANLIKE MANNER.
- (b) Depositor represents and warrants that all Depositor information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Depositor information during the Term of this Agreement.
- (c) Beneficiary warrants that all Beneficiary information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Beneficiary information during the Term of this Agreement.
- (d) Ownership Warranty. Depositor warrants that it is the owner or legal custodian of the Deposit Material and has full authority to store the Deposit Material and direct their disposition in accordance with the terms of this

Agreement. Depositor shall reimburse Escrow Agent for any expenses reasonably incurred by Escrow Agent (including reasonable legal fees) by reason of Escrow Agent's compliance with the instructions of Depositor in the event of a dispute concerning the ownership, custody or disposition of Deposit Material stored by Depositor with Escrow Agent.

9. Confidential Information.

Escrow Agent shall have the obligation to protect the confidentiality of the Deposit Material. Except as provided in this Agreement Escrow Agent shall not disclose, transfer, make available or use the Deposit Material. Escrow Agent shall not disclose the terms of this Agreement to any third Party. If Escrow Agent receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Material, Escrow Agent will notify the Parties to this Agreement unless prohibited by law. After notifying the Parties, Escrow Agent may comply in good faith with such order. It shall be the responsibility of Depositor or Beneficiary to challenge any such order; provided, however, that Escrow Agent does not waive its rights to present its position with respect to any such order. Escrow Agent will cooperate with the Depositor or Beneficiary, as applicable, to support efforts to quash or limit any subpoena, at such party's expense. Any party requesting additional assistance shall pay Escrow Agent's standard charges or as quoted upon submission of a detailed request.

10. Limitation of Liability.

ESCROW AGENT'S LIABILITY TO DEPOSITOR, IF ANY, WHETHER ARISING IN CONTRACT OR TORT, SHALL BE LIMITED TO THE AMOUNT EQUAL TO ONE YEAR OF ALL FEES PAID OR OWED TO ESCROW AGENT UNDER THIS AGREEMENT. IF ANY CLAIM OR LOSS IS MADE IN RELATION TO A SPECIFIC DEPOSIT OR DEPOSITS, SUCH LIABILITY SHALL BE LIMITED TO THE FEES RELATED SPECIFICALLY TO SUCH DEPOSITS. THIS LIMIT SHALL NOT APPLY TO LIMIT ESCROW AGENT'S LIABILITY FOR: (I) ANY CLAIMS OF INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY RIGHT; (II) LIABILITY FOR DEATH OR BODILY INJURY; (III) DAMAGE TO TANGIBLE PROPERTY ; (IV) THEFT; (V) NEGLIGENCE OR WILLFUL MISCONDUCT; OR (VI) ESCROW AGENT'S FAILURE TO DELIVER THE DEPOSIT MATERIALS TO BENEFICIARY UPON BENEFICIARY'S WRITTEN WORK REQUEST AS PROVIDED IN EXHIBIT C. THIS PROVISION AND THE LIMITATIONS ON LIABILITY SHALL NOT APPLY TO BENEFICIARY

11. Consequential Damages Waiver.

IN NO EVENT SHALL ESCROW AGENT BE LIABLE TO DEPOSITOR FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST DATA OR INFORMATION, ANY COSTS OR EXPENSES FOR THE PROCUREMENT OF SUBSTITUTE SERVICES, OR ANY OTHER INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT OR TORT. THIS SECTION 11 SHALL NOT APPLY TO LIMIT ESCROW AGENT'S LIABILITY FOR: (I) ANY CLAIMS OF INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY RIGHT; (II) LIABILITY FOR DEATH OR BODILY INJURY; (III) DAMAGE TO TANGIBLE PROPERTY; (IV) THEFT; (V) NEGLIGENCE OR WILLFUL MISCONDUCT; OR (VI) ESCROW AGENT'S FAILURE TO DELIVER THE DEPOSIT MATERIALS TO BENEFICIARY UPON BENEFICIARY'S WRITTEN WORK REQUEST AS PROVIDED IN EXHIBIT C. THIS PROVISION AND THE LIMITATIONS ON LIABILITY SHALL NOT APPLY TO BENEFICIARY

12. General.

- (a) Incorporation of Work Requests. All valid Depositor and Beneficiary Work Requests are incorporated into this Agreement.
- (b) Right to Make Copies. Escrow Agent shall have the right to make copies of all Deposit Material as reasonably necessary to perform the Services. Escrow Agent shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on Deposit Material onto any copies made by Escrow Agent. Any copying expenses incurred by Escrow Agent as a result of a Work Request to copy will be borne by the Party requesting the copies. Escrow Agent may request Depositor's reasonable cooperation in promptly copying Deposit Material in order for Escrow Agent to perform this Agreement.
- (c) Choice of Law. The validity, interpretation, and performance of this Agreement shall be controlled and governed by and construed under the laws of the State of Iowa, as if performed wholly within the state and without giving effect to the principles of conflicts of laws.

- (d) Authorized Person(s). Depositor and Beneficiary must each authorize and designate one person whose actions will legally bind such party ("Authorized Person" who shall be identified in the Authorized Persons (s) Notices Table of this Agreement) and who may manage the Escrow Agent escrow account through the Escrow Agent website or written instruction. The Authorized Person for each the Depositor and Beneficiary will maintain the accuracy of their name and contact information provided to Escrow Agent during the term of this Agreement.
- (e) Right to Rely on Instructions. Escrow Agent may act in reliance upon any instruction, instrument, or signature reasonably believed by Escrow Agent to be genuine and from an Authorized Person(s), officer, or other employee of a Party. Escrow Agent may assume that such representative of a Party to this Agreement who gives any written notice, request, or instruction has the authority to do so.
- (f) Force Majeure. No Party shall be liable for any delay or failure in performance due to events outside the defaulting Party's reasonable control, including without limitation acts of God, earthquake, labor disputes, shortages of supplies, riots, war, acts of terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused Party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.
- (g) Notices. All notices regarding Exhibit C (release) shall be sent by commercial express mail or other commercially appropriate means that provide prompt delivery and require proof of delivery. All other correspondence, including invoices, payments, and other documents and communications, may be sent electronically or via regular mail. The Parties shall have the right to rely on the last known address of the other Parties. Any correctly addressed notice to last known address of the other Parties that is relied on herein and that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified as provided herein shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by electronic mail, the postal authorities by mail, through messenger or commercial express delivery services.
- (h) No Waiver. No waiver of rights under this Agreement by any Party shall constitute a subsequent waiver of this or any other right under this Agreement.
- (i) Assignment. No assignment of this Agreement by Depositor or any rights or obligations of Depositor under this Agreement is permitted without the written consent of Escrow Agent, which shall not be unreasonably withheld or delayed. Escrow Agent shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor unless Escrow Agent receives clear, authoritative and conclusive written evidence of the change of parties.
- (j) Severability. In the event any of the terms of this Agreement become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect. If this paragraph becomes applicable and, as a result, the value of this Agreement is materially impaired for any Party, as determined by such Party in its sole discretion, then the affected Party may terminate this Agreement by written notice to the others.
- (k) Independent Contractor Relationship. Depositor and Beneficiary understand, acknowledge, and agree that Escrow Agent's relationship with Depositor and Beneficiary will be that of an independent contractor and that nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, or employment relationship.
- (l) No Agency. No Party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other Parties or bind the other Parties in any respect whatsoever.
- (m) Disputes. Any and all litigation or actions commenced in connection with this Agreement, including after expiration or termination of this Agreement, shall be brought or commenced only in Des Moines, Iowa, in Polk County District Court for the State of Iowa, if jurisdiction is proper. However, if jurisdiction is not proper in the Iowa District Court for Polk County, but is proper only in a United States District Court, the matter shall be commenced only in the United States District Court for the Southern District of Iowa, Central Division.
- (n) Regulations. All Parties are responsible for and warrant, to the extent of their individual actions or omissions, compliance with all applicable laws, rules and regulations, including but not limited to: customs laws; import; export and re-export laws; and government regulations of any country from or to which the Deposit Material may be delivered in accordance with the provisions of this Agreement.
- (o) No Third Party Rights. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement unless otherwise agreed to by all the parties hereto.

- (p) Entire Agreement. The Parties agree that this Agreement, which includes all the Exhibits attached hereto and all valid Work Requests submitted by the Parties, is the complete agreement between the Parties hereto concerning the subject matter of this Agreement and replaces any prior or contemporaneous oral or written communications between the Parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its business organization as named in this Agreement. This Agreement may only be modified by mutual written agreement of the Parties.
- (q) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
- (r) Survival. Sections 6 (Term and Termination), 7 (General Indemnity), 8 (Warranties), 9 (Confidential Information), 10 (Limitation of Liability) 11(Consequential Damages Waiver), and 12 (General) of this Agreement shall survive termination of this Agreement or any Exhibit attached hereto.
- (s) All of the terms, provisions and condition so this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns, and legal representatives.
- (t) The Escrow Agent shall maintain books, records, and documents which sufficiently and properly document the Escrow Agent's compliance with the terms of this Agreement and show all charges billed to or paid by the Beneficiary named above throughout the term of this Agreement for a period of at least five (5) years following the termination or expiration of this Agreement, or completion of any required audit. The Escrow Agent shall permit the Beneficiary, the Auditor of the State of Iowa or any authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Escrow Agent relating to this Agreement. The Escrow Agent shall not impose or seek payment for any charge, fee or expense associated with any audit or examination of its books and records conducted in accordance with this provision.
- (u) Time is of the essence with respect to performance by the Escrow Agent and Depositor of their respective obligations under this Agreement.

DEPOSITOR

Company Name:	
Signature:	
Print Name:	
Title:	
Date:	
Email Address	

BENEFICIARY

Company Name:	State of Iowa, Name of Agency
Signature:	
Print Name:	
Title:	
Date:	
Email Address:	

ESCROW AGENT

Signature:	
Print Name:	
Title:	
Date:	
Email Address:	

DEPOSITOR – AUTHORIZED PERSON(S)/NOTICES TABLE

Provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All notices will be sent to the person(s) at the address(es) set forth below. This is required information.

Company:	
Administrative Contact Print Name:	
Title:	
Email Address	
Address 1	
Address 2	
City/State/Province	
Postal/Zip Code	
Phone Number	
Fax Number	

BENEFICIARY -- AUTHORIZED PERSON(S)/NOTICES TABLE

Provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All notices will be sent to the person(s) at the address(es) set forth below. This is required information.

Company:	State of Iowa, Name of Agency
Administrative Contact Print Name:	
Title:	
Email Address	
Address 1	
Address 2	
City/State/Province	
Postal/Zip Code	
Phone Number	
Fax Number	

ESCROW AGENT

Title:	
Email Address	
Address 1	
Address 2	
City/State/Province	
Postal/Zip Code	
Phone Number	
Fax Number	

BILLING CONTACT INFORMATION TABLE

Please provide the name and contact information of the Billing Contact under this Agreement. All Invoices will be sent to this individual at the address set forth below.

BENEFICIARY:

Print Name:	
Title:	
Email Address	
Street Address	
Province/City/State	
Postal/Zip Code	

DEPOSITOR:

Print Name:	
Title:	
Email Address	
Street Address	
Province/City/State	
Postal/Zip Code	

Phone Number	
Fax Number	
Purchase order #	

Phone Number	
Fax Number	
Purchase order #	

[MUST BE COMPLETED]

EXHIBIT A - Escrow Service Work Request - Deposit Account
Number: _____

Service Check box(es) to order service	Service Description – Three Party Escrow Agreement All services are listed below. Services in shaded tables are required for every new escrow account set up. Some services may not be available under the Agreement.	One-Time Fees	Annual Fees	Paying Party Check box to identify the Paying Party for each service below.
☒ Setup Fee ☒ Deposit Account Fee- ☒ Beneficiary Fee	Escrow Agent will setup a new escrow deposit account. Escrow Agent will set up one deposit account to manage and administrate access to Deposit Material that will be securely stored in controlled media vaults. Furthermore, Escrow Agent will provide account services that include unlimited deposits. A Client Manager will be assigned to each deposit account. Escrow Agent will fulfill a Work Request to add a Beneficiary to an escrow deposit account and manage access rights associated with the account. Beneficiary. A Client Manager will be assigned to each deposit account and to Beneficiary and will ensure fulfillment of Work Requests.			☒ Depositor - ☒ Depositor - ☐ Depositor - OR - ☒ Beneficiary
☐ Add Deposit Tracking Notification	At least semi-annually, Escrow Agent will send an update reminder to Depositor. Thereafter, Beneficiary will be notified of last deposit. .			☐ Depositor -
☐ Add File Comparison and Analysis Test	Escrow Agent will fulfill a Work Request to perform a File Comparison and Analysis Test, which includes analyzing deposit media readability, file listing, creation of file classification table, virus scan, assurance of completed deposit questionnaire, and analysis of completed deposit questionnaire. A final report will be sent to the Parties regarding the Deposit Material to ensure consistency between Depositor's representations (i.e., Exhibit B and		N/A	☐ Depositor - OR - ☐ Beneficiary

	Supplementary Questionnaire) and stored Deposit Material.			
☐ Add Deposit Compile Test	Escrow Agent will fulfill a Work Request to perform a Deposit Compile Test, which includes the File Comparison and Analysis Test as described above plus recreating the Depositor's software development environment, compiling source files and modules, linking libraries and recreating executable code, pass/fail determination, creation of comprehensive build instructions with a final report sent to the Parties regarding the Deposit Material. The Paying Party and Escrow Agent will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on SOW	N/A	☐ Depositor - OR - ☐ Beneficiary
☐ Add Deposit Usability Test – Binary Comparison	Escrow Agent will fulfill a Work Request to perform one Deposit Compile Test Binary Comparison which includes a comparison of the files built from the Deposit Compile Test to the actual licensed technology on the Beneficiary's site to ensure a full match in file size, with a final report sent to the Beneficiary regarding the Deposit Material. The Paying Party and Escrow Agent will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on SOW	N/A	☐ Depositor - OR - ☐ Beneficiary
☐ Add Deposit Usability Test – Full Usability Test	Escrow Agent will fulfill a Work Request to perform one Deposit Compile Test Full Usability which includes a confirmation that the built applications work properly when installed. A final report will be sent to the Parties regarding the Deposit Material. The Paying Party and Escrow Agent will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on SOW	N/A	☐ Depositor - OR - ☐ Beneficiary
☐ Add Dual/Remote Vaulting	Escrow Agent will fulfill a Work Request to store deposit materials in one additional location as defined within the Service Agreement. Duplicate storage request may be in the form of either physical media or electronic storage.			☐ Depositor -
☐ Release Deposit Material	Escrow Agent will process Beneficiary's Work Request to release Deposit Material by following the specific procedures defined in Exhibit C "Release of Deposit Materials" the Escrow Service Agreement.	No Fee for Release	N/A	N/A

☐ Add Custom Services	Escrow Agent will provide its Escrow Expert consulting based on a custom SOW mutually agreed to by all Parties.	Based on SOW	N/A	☐ Depositor - OR - ☐ Beneficiary
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EXHIBIT B DEPOSIT MATERIAL DESCRIPTION

COMPANY NAME: _____ **ESCROW ACCOUNT NUMBER:** _____

DEPOSIT NAME _____ **AND DEPOSIT VERSION** _____ **V 8.0** _____

(Deposit Name will appear in account history reports)

DEPOSIT MEDIA (PLEASE LABEL ALL MEDIA WITH THE DEPOSIT NAME PROVIDED ABOVE)

Media Type	Quantity	Media Type	Quantity
☒ CD-ROM / DVD		☐ 3.5" Floppy Disk	
☐ DLT Tape		☐ Documentation	
☐ DAT Tape		☐ Hard Drive / CPU	
		☐ Circuit Board	

	Total Size of Transmission (specify in bytes)	# of Files	# of Folders
☐ Internet File Transfer			
☐ Other (please describe below):			

DEPOSIT ENCRYPTION (Please check either "Yes" or "No" below and complete as appropriate)

Is the media or are any of the files encrypted? ☐ Yes or ☒ No

If yes, please include any passwords and decryption tools description below. Please also deposit all necessary encryption software with this deposit.

Encryption tool name _____ Version _____

Hardware required _____

Software required _____

Other required information _____

DEPOSIT CERTIFICATION (Please check the box below to Certify and Provide your Contact Information)

☒ I certify for Depositor that the above described Deposit Material has been transmitted electronically or sent via commercial express mail carrier to Escrow Agent at the address below.	☒ Escrow Agent has inspected and accepted the above described Deposit Material either electronically or physically. Escrow Agent will notify Depositor of any discrepancies.
Name:	Name:
Print Name:	Print Name:
Date:	Date:
Email Address:	
Telephone Number:	
Fax Number:	

Note: If Depositor is physically sending Deposit Material to Escrow Agent, please label all media and mail all Deposit Material with the appropriate Exhibit B via commercial express carrier to the following address:

FOR ESCROW AGENT USE ONLY: (NOTED DISCREPANCIES ON VISUAL INSPECTION)

EXHIBIT C

RELEASE OF DEPOSIT MATERIAL

Deposit Account Number: _____

Escrow Agent will use the following procedures to process any Beneficiary Work Request to release Deposit Material. All notices under this Exhibit C shall be sent pursuant to the terms of Section 12(g) Notices.

1. Release Conditions. Beneficiary may submit a Work Request for the release of the Deposit Material, and the Escrow Agent will release and deliver the Deposit Material to Beneficiary, based on one or more of the following conditions (defined as “**Release Conditions**”):
 - (i) Depositor violates or commits a breach of any material term or condition of the Software License Agreement or any agreement relating to maintenance and support of the Software, and Depositor fails to cure such breach within any time period established for curing such breach, provided cure is feasible;
 - (ii) Depositor assigns, transfers, delegates or subcontracts any of its maintenance or support obligations under, or any interest in, any agreement it may have with Beneficiary relating to maintenance and support of the Software, without the prior written consent of Beneficiary;
 - (iii) Depositor ceases to provide maintenance and support to Beneficiary, whether due to its ceasing to conduct business generally or otherwise, including, but not limited to Depositor’s decision to no longer maintain or support the Software provided to Depositor under the Software License Agreement;
 - (iv) Depositor terminates or suspends its business or ceases to do business;
 - (v) Depositor becomes subject to any bankruptcy or insolvency proceeding under federal or state law;
 - (vi) Depositor has become insolvent or unable to pay its obligations as they accrue or become due;
 - (vii) Depositor makes an assignment for the benefit of Depositor’s creditors;
 - (viii) A receiver, trustee, liquidator, custodian or similar official has been appointed to act on behalf of the Depositor with respect to any of its operations or assets;
 - (ix) Depositor merges, is sold, or enters into an agreement to sell all or substantially all of its assets, resulting in Depositor’s failure to remain a party to, or otherwise retain all of its rights and obligations under, the Software License Agreement or any agreement relating to maintenance and support of the Software, and the survivor or acquirer does not assume all

of Depositor's rights and obligations under such agreements, whether by operation of law, written agreement or otherwise; or

- (x) Depositor violates or commits a breach of any term or condition of this Agreement, which breach has not been cured by Depositor within any applicable time period stated herein for curing such breach.
- 2. Release Work Request. Beneficiary may submit a written Work Request to Escrow Agent to release the Deposit Material covered under this Agreement. In such Work Request, Beneficiary must specify the Release Condition(s) that has/have occurred. Beneficiary will transmit a copy of the Work Request to Depositor on the same day it transmits such request to Escrow Agent.
- 3. Release of Deposit Material. Within ten (10) days of Escrow Agent's receipt of Beneficiary's Work Request to release the Deposit Material, Escrow Agent will release and deliver the Deposit Material to Beneficiary.
- 4. Termination of Agreement Upon Release. This Agreement will terminate upon the Escrow Agent's actual delivery of all Deposit Material to Beneficiary in accordance with the terms of this Agreement.
- 5. Right to Use Following Release. Upon release of the Deposit Materials, Beneficiary shall have all rights and privileges set forth in the Software License Agreement with respect to the Software and Deposit Material. Beneficiary shall be obligated to adhere to any applicable confidentiality obligations set forth in Section 9.2 of the Software License Agreement with respect to the released Deposit Material.

EXHIBIT D

ESCROW DEPOSIT QUESTIONNAIRE

Introduction

From time to time, Beneficiary may exercise its right to perform verification services. This is a service that Escrow Agent provides for the purpose of validating relevance, completeness, currency, accuracy and functionality of deposit materials.

Purpose of Questionnaire

In order for Escrow Agent to determine the deposit material requirements, a completed deposit questionnaire is requested. It is the responsibility of the Depositor to complete the questionnaire.

Instructions

Please complete the questionnaire in its entirety by answering every question with accurate data. Upon completion, please return the completed questionnaire to the beneficiary asking for its completion, or e-mail it to Escrow Agent.

General Description

1. What is the general function of the software to be placed into escrow?
2. On what media will the source code be delivered?
3. What is the size of the deposit in megabytes?

Requirements for the Execution of the Software Protected by the Deposit

1. What are the system hardware requirements to successfully execute the software? (memory, disk space, etc.)
2. How many machines are required to completely set up the software?
3. What are the software and system software requirements, to execute the software and verify correct operation?

Requirements for the Assembly of the Deposit

1. Describe the nature of the source code in the deposit. (Does the deposit include interpreted code, compiled source, or a mixture? How do the different parts of the deposit relate to each other?)
2. How many build processes are there?
3. How many unique build environments are required to assemble the material in the escrow deposit into the deliverables?
4. What hardware is required for each build environment to compile the software? (including memory, disk space, etc.)
5. What operating systems (including versions) are used during compilation? Is the software executed on any other operating systems/version?
6. How many separate deliverable components (executables, share libraries, etc.) are built?
7. What compilers/linkers/other tools (brand and version) are necessary to build the application?
8. What, if any, third-party libraries are used to build the software?
9. How long does a complete build of the software take? How much of that time requires some form of human interaction and how much is automated?
10. Do you have a formal build document describing the necessary steps for system configuration and compilation?
11. Do you have an internal QA process? If so, please give a brief description of the testing process.

12. Please list the appropriate technical person(s) Escrow Agent may contact regarding this set of escrow deposit materials.

Please provide your technical verification contact information below:

COMPANY:	
SIGNATURE:	
PRINT NAME:	
ADDRESS 1:	
ADDRESS 2:	
CITY, STATE, ZIP	
TELEPHONE:	
EMAIL ADDRESS:	

Attachment 7
PROPOSED SOFTWARE MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT

This Agreement for Software Maintenance and Technical Support (this “Agreement”), made and effective as of [date] (“Effective Date”), by and between the State of Iowa, acting by and through the [name of Agency] (“Agency”) and [name of vendor], a corporation organized under the laws of _____ (“Vendor”). The parties agree as follows:

Section 1. Purpose and Term.

- 1.1 Purpose.** The parties have entered into this Agreement for the purpose of retaining Vendor to provide maintenance and technical support services for the software described in Schedule A. Vendor will provide all of the services described in this Agreement.
- 1.2 Term.** The initial term of this Agreement is for one year, commencing on the date on which the Agency provides Vendor with a copy of Agency’s written notice to Vendor of the Agency’s Acceptance of the Software (the “Initial Term” or “Warranty Period”), unless terminated earlier in accordance with the terms of this Agreement. After the expiration of the Initial Term, the Agency may elect to renew this Agreement with respect to all or a portion of the Software for additional one-year periods (“Renewal Terms”). The Vendor will provide the Agency with written notice of the pending expiration of the Initial Term and every subsequent Renewal Term at least 90 days before such expiration to afford the Agency with adequate time to provide written notice of its intention to renew the term of this Agreement. The Agency may elect to renew maintenance and technical support for some but not all of the Software by paying the appropriate pro-rata portions of the maintenance fee. The decision to renew this Agreement with respect to all or any portion of the Software will be at the sole option of the Agency and may be exercised by the Agency by providing written notice to Vendor. The Agency may continue to renew this Agreement for so long as it uses all or any part of the Software under the Software License Agreement, and the Vendor shall provide maintenance and support services during each and every Renewal Term in accordance with the terms of this Agreement. Termination of this Agreement shall not act to terminate the Software License Agreement.

Section 2. Definitions.

In addition to any other terms that may be defined elsewhere in this Agreement, the following terms shall have the following meanings:

“Confidential Information” means, means, subject to any applicable State and federal laws and regulations, including but not limited to Iowa Code Chapter 22, any confidential or proprietary information or trade secrets disclosed by the Agency to the Vendor that, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the parties, exercising reasonable business judgment, to be confidential. Confidential Information does not include any information that: (i) was rightfully in the possession of the Vendor from a source other than the Agency party prior to the time of disclosure of the information by the Agency to the Vendor; (ii) was known to the Vendor prior to the disclosure of the information by the Agency; (iii) was disclosed to the Vendor without restriction by an independent third party having a legal right to disclose the information; (iv) is in the public domain or shall have become publicly available other than as a result of disclosure by the Vendor in violation of this Agreement or in breach of any other agreement with the Agency; (v) is independently developed by the Vendor without any reliance on Confidential Information disclosed by the Agency; (vi) is disclosed or is required or authorized to be disclosed pursuant to law, rule, regulation, subpoena, summons, or the order of a court, lawful custodian, governmental agency or regulatory authority, or by applicable regulatory or professional standards; or (vii) is disclosed by the Vendor with the written consent of the Agency.

“Deficiency” means a defect, flaw, anomaly, failure, omission, interruption of service, or other problem of any nature whatsoever with respect to the Software, including, without limitation, any failure of a Software to conform to, meet, or function in accordance with an applicable Specification. Deficiency also includes the lack of something essential or necessary for completeness or proper functioning of the Software.

“Documentation” means any and all technical information, commentary, explanations, design documents, system architecture documents, database layouts, code, test materials, training materials, guides, manuals, worksheets, notes, work papers, and all other information, documentation and materials related to or used in conjunction with the Software, in any medium, including hard copy, electronic, digital, and magnetically or optically encoded media.

“Enhancements” shall mean any and all updates, upgrades, patches, additions, modifications, releases, or other enhancements made by Vendor with respect to the Software, any new Vendor releases of Software, and all changes to the Documentation and Source Code made by Vendor as a result of such Enhancements.

[“Services Contract” means the Services Agreement by and between the Agency and Vendor dated effective as of _____.]

“Software” means the [name of software] and all other software, programs, applications and components listed in Schedule A, and all related Documentation and Enhancements, and all copies of the foregoing.

“Software License Agreement” means the Software License Agreement by and between Vendor and the Agency dated _____.

“Specifications” mean all specifications, requirements, technical standards, performance standards, representations and other criteria related to the Software stated or expressed in this Agreement, the Services Contract, Documentation, the Agency’s Request for Proposal No. _____ for the [name of system] (“RFP”), and Vendor’s proposal dated _____, in response to the RFP (“Proposal”). Specifications shall include any specifications, standards or criteria stated or set forth in any applicable state, federal, foreign and local laws, rules and regulations. The Specifications are incorporated into this Agreement by reference as if fully set forth in this Agreement.

“Third Party” means a person or entity (including, but not limited to any form of business organization, such as a corporation, partnership, limited liability corporation, association, etc.) that is not a party to this Agreement.

Section 3. Documents Incorporated.

3.1 Incorporation. The Agency’s Request for Proposal No. _____ for the [name of system] (“RFP”) and the Vendor’s proposal dated _____, in response to the RFP (“Proposal”), together with any clarifications, attachments, appendices, or amendments to the RFP and Proposal are incorporated into this Agreement by this reference as if fully set forth in this Agreement; provided, however, that none of the Vendor’s proposed exceptions or modifications to the sample contracts attached to the RFP shall be incorporated into this Agreement unless expressly set forth herein.

3.2 Contractual Obligations. The terms and conditions of the RFP and of the Proposal are made contractual obligations of Vendor, except that any proposed revisions or modifications made by Vendor to the sample contracts attached to the RFP Proposal shall not be deemed to limit, modify or otherwise affect any of the contractual obligations of Vendor or the Agency hereunder, unless expressly stated herein.

3.3 Preference. In the case of any inconsistency or conflict between the specific provisions of this document, the RFP or the Proposal, any inconsistency or conflict shall be resolved as follows: first, by giving preference to the specific provisions of this document and any schedules, exhibits or other attachments; second, by giving preference to the specific provisions of the RFP; and third, by giving preference to the specific provisions of the Proposal.

3.4 No Inconsistency. The references to the parties' obligations, which are contained in this document, are intended to change, modify, supplement or clarify the obligations as stated in the RFP and the Proposal. The failure of the parties to make reference to the terms of the RFP or Proposal in this document shall not be construed as creating a conflict and will not relieve Vendor of the contractual obligations imposed by the

terms of the RFP and the Proposal. Terms offered in the Proposal, which exceed the requirements of the RFP, shall not be construed as creating an inconsistency or conflict with the RFP or this document. Notwithstanding anything herein to the contrary, the Agency shall have only those obligations that are expressly stated in this document, and the Proposal does not create any express or implied obligations of the Agency.

Section 4. Scope of Work.

- 4.1 Scope of Work.** Vendor shall perform and provide the Agency with the Software maintenance and technical support services in accordance with Schedule A and all other terms and conditions of this Agreement. Schedule A is incorporated into this Agreement by this reference as if fully set forth in this Agreement.
- 4.2 Amendments to Schedule A.** The parties agree that Schedule A may be amended, modified, or replaced at any time during the term of this Agreement upon the mutual written consent of the parties.
- 4.3 Performance Standards.** The parties agree that the performance standards and related payment, monitoring and review provisions set forth in Schedule B are incorporated herein by this reference as if fully set forth in this Agreement.
- 4.4 Agency Not Required to Accept or Install Enhancements.** Vendor shall not condition any of the Agency's rights or Vendor's obligations under this Agreement, or any other contract related to the Software, on the Agency accepting or installing any Enhancements or additional functionality provided by Vendor.
- 4.5 Manufacturers' Warranties.** Vendor shall take all action necessary to ensure that the State and the Agency shall be entitled to receive and enjoy all warranties, indemnities and other benefits associated with the Software. At the Agency's request, Vendor shall assign to the State and the Agency all of the Software manufacturer's warranties and indemnities pertaining to the Software under any license or other agreement between Vendor and any Third Parties relating to the Software.

Section 5. Compensation and Additional Rights and Remedies.

- 5.1 Compensation.** In consideration of Vendor providing the Agency with software maintenance and technical support services in accordance with the terms and conditions of this Agreement, Vendor shall be entitled to receive the fees or other compensation associated with such services as specified in Schedule A, subject to all terms and conditions of this Agreement. Vendor is not entitled to payment for any services provided under this Agreement if the Agency reasonably determines that such services have not been satisfactorily or completely delivered or performed, or that there is a continuing material Deficiency occurring with respect to the Software. In no event shall the Agency be obligated to pay Vendor any fees, costs, compensation or other amounts in addition to or in excess of the amount specified in Schedule A, unless the Agency otherwise agrees to pay such fees, costs, compensation other amounts pursuant to a written amendment to this Agreement executed by the Agency. No advance payments shall be made for any services provided by Vendor pursuant to this Agreement.
- 5.2 Invoices.** After expiration of the Initial Term, Vendor shall, on a quarterly basis submit an invoice to the Agency requesting payment of the fees or other compensation specified in Schedule A for Software maintenance and technical support services provided by Vendor. All invoices submitted by Vendor shall comply with all applicable State of Iowa rules and procedures concerning the payment of such fees, charges or other claims and shall contain appropriate documentation as necessary to support the fees or charges included on the invoice and all information reasonably requested by the Agency. The Agency will pay all approved invoices in arrears and in conformance with Iowa Code section 8A.514 and 11 Iowa Admin. Code 41.1(2). The Agency may pay in less than sixty (60) days, as provided in Iowa Code section 8A.514. However, an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code section 8A.514. Notwithstanding anything herein to the contrary, the Agency shall have the right to

dispute any invoice submitted for payment and withhold payment of any disputed amount if the Agency believes the invoice is inaccurate or incorrect in any way.

- 5.3 Erroneous Payments and Credits.** Vendor shall promptly pay or refund to the Agency the full amount of any overpayment or erroneous payment within ten (10) business days after either discovery by the Vendor or notification by the Agency of the overpayment or erroneous payment. In the event Vendor fails to timely pay or refund any amounts due the Agency under this section 5.3 the Agency will charge interest of one percent (1%) per month compounded on the outstanding balance after the date payment or refund is due, or the maximum amount allowed by law, whichever is greater. The Agency may, in its sole discretion, elect to have Vendor apply any amounts due to the Agency under this Section 5.3 against any amounts payable by the Agency under this Agreement or the Software License Agreement.
- 5.4 Reimbursable Expenses.** There shall be no reimbursable expenses associated with this Agreement separate from the compensation referred to in this section. Vendor shall be solely responsible for all costs, charges and expenses it incurs in connection with its performance under this Agreement, including, but not limited to, travel, mileage, meals, lodging, equipment, supplies, personnel, salaries, benefits, insurance, training, conferences, telephone, utilities, start-up costs, and all other costs and expenses of Vendor.
- 5.5 Set-off Against Sums Owed by Vendor.** In the event that Vendor owes the Agency or the State any sum under the terms of this Agreement, any other agreement, pursuant to a judgment, or pursuant to any law, the Agency may set off such sum against any sum invoiced to the Agency by Vendor in the Agency's sole discretion unless otherwise required by law. Any amounts due to the Agency as damages may be deducted by the Agency from any money or sum payable by the Agency to Vendor pursuant to this Agreement or any other agreement between Vendor and the Agency.
- 5.6 Withholding Payments.** In addition to pursuing any other remedy provided herein or by law, the Agency may withhold compensation or payments to Vendor, in whole or in part, without penalty or legal liability to the Agency or work stoppage by Vendor, in the event the Agency determines that: (i) Vendor has failed to perform any of its duties or obligations as set forth in this Agreement and/or the Software License Agreement; or (ii) any Software has failed to meet or conform to any applicable Specifications or contains or is experiencing a Deficiency. No interest shall accrue or be paid to Vendor on any compensation or other amounts withheld or retained by the Agency under this Agreement.
- 5.7 Correction/Cure.** The Agency may provide or procure the services reasonably necessary to cure any default by Vendor that is not timely cured by Vendor, in which event Vendor shall reimburse the Agency for the actual costs incurred by the Agency for such services (or for the reasonable value of the time expended by any Agency or State employees who provide such services). In addition, Vendor shall cooperate with the Agency or any Third Parties retained by the Agency who assist in curing such default, including by allowing access to any pertinent materials or work product of Vendor.
- 5.8 Monitoring and Review.** The Agency shall monitor and review Vendor's performance under this Agreement to ensure compliance with this Agreement. Such review and monitoring shall include the Agency's assessment of invoices and reports furnished by Vendor pursuant to this Agreement.

Section 6. Security Regulation; Cooperation.

Vendor and Vendor's personnel shall comply with the Agency's and the State's security regulations including any procedure which the Agency's personnel, contractors and consultants are normally asked to follow. Vendor agrees to cooperate fully and to provide any assistance necessary to the Agency in the investigation of any security breaches that may involve Vendor or Vendor's personnel.

Section 7. Reserved for any Agency-specific terms/requirements

Section 8. Representations, Warranties and Covenants

- 8.1** Vendor represents and warrants that it has full legal power and authority and has secured all rights necessary to provide all of the services to be provided by it to the Agency under this Agreement, and that

Vendor's performance of its obligations hereunder will not conflict with or violate the terms of any agreement Vendor may have with any Third Party.

- 8.2** All warranties made by Vendor in this Agreement, whether or not this Agreement specifically denominates Vendor's promise as a warranty or whether the warranty is created only by Vendor's affirmation or promise, or is created by a description of the materials and services to be provided, or by provision of samples to the Agency, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade. The warranties expressed in this Agreement are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the Vendor.
- 8.3** Vendor represents, warrants and covenants that all services to be performed under this Agreement shall be performed in a professional, competent, diligent and workmanlike manner by knowledgeable, trained and qualified personnel, all in accordance with the terms and Specifications of this Agreement and the standards of performance considered generally acceptable in the industry for similar tasks and projects. In the absence of a Specification for the performance of any portion of this Agreement, the parties agree that the applicable specification shall be the generally accepted industry standard. So long as the Agency notifies Vendor of any services performed in violation of this standard, Vendor shall re-perform the services at no cost to the Agency, such that the services are rendered in the above-specified manner, or if the Vendor is unable to perform the services as warranted, Vendor shall reimburse the Agency any fees or compensation paid to Vendor for the unsatisfactory services.
- 8.4** Vendor represents, warrants and covenants that it has complied with, and shall comply with, all applicable federal, state, foreign and local laws, rules, regulations, codes, and ordinances in connection with its performance under this Agreement.
- 8.5** Vendor represents, warrants and covenants that it has no interest and shall not acquire any direct or indirect interest that would conflict in any manner or degree with the performance of its obligations under this Agreement.
- 8.6** Vendor represents and warrants that any Enhancements or modifications to the Software will comply with any applicable federal, state foreign and local laws, rules, regulations, codes, and ordinances in effect during the term of this Agreement, including applicable provisions of Section 508 of the Rehabilitation Act of 1973, as amended, and all standards and requirements established by the Architectural and Transportation Barriers Access Board and the Iowa Department of Administrative Services, Information Technology Enterprise.
- 8.7** Vendor covenants that it will comply with and adhere to all Agency and State information technology standards, including, without limitation, all technical and security standards, procedures and protocols, and that Vendor will take all precautions necessary to prevent unauthorized access to the Agency's and the State's systems, networks, computers, property, records, data, and information.
- 8.8** Vendor represents and warrants it is not in arrears with respect to the payment of any monies due and owing the State or any agency or other Governmental Entity thereof, including but not limited to the payment of taxes and employee benefits, and it will not become so during the Term of this Agreement, or any extensions thereof.
- 8.9** Vendor's warranties provided in this Section 8 are in addition to and not in lieu of any other warranties provided in this Agreement. All warranties provided for in this Agreement shall be cumulative, shall be deemed consistent and not in conflict, are intended to be given full force and effect and to be interpreted expansively to give the broadest warranty protection to the Agency.

Section 9. Indemnification.

- 9.1** Vendor and its successors and permitted assigns shall indemnify and hold harmless the Agency, the State and their employees, officers, board members, agents, representatives, and officials ("Indemnitees") from

and against any and all claims, actions, suits, liabilities, damages, losses, settlements, demands, deficiencies, judgments, costs and expenses (including, without limitation, the reasonable value of time of the Attorney General's Office and the costs, expenses and attorney fees of other counsel retained by any Indemnatee) directly or indirectly related to, resulting from, or arising out of this Agreement, including but not limited to any claims related to, resulting from, or arising out of:

- 9.1.1** Any violation or breach of any term or condition of this Agreement by or on behalf of Vendor, including, the furnishing or making by Vendor of any statement, representation, warranty or certification in connection with this Agreement, the RFP or the Proposal that is false, deceptive, or misleading; or
- 9.1.2** Any negligent acts or omissions, intentional or willful misconduct, or unlawful acts of Vendor, its officers, employees, agents, board members, subsidiaries, affiliates, contractors or subcontractors; or
- 9.1.3** Vendor's performance or attempted performance of this Agreement; or
- 9.1.4** Failure by Vendor or its employees, agents, officers, directors, subsidiaries, affiliates, contractors or subcontractors to comply with any applicable local, state, federal and international laws, rules, ordinances and regulations; or
- 9.1.5** Any failure by Vendor or its employees, agents, officers, directors, contractors or subcontractors to make all reports, payments and withholdings required by Federal and state law with respect to Social Security, worker's compensation, employee income and other taxes, fees or costs required by the Vendor to conduct business in the State; or
- 9.1.6** Any claim of misappropriation of a trade secret or infringement or violation of any intellectual property rights, proprietary rights or personal rights of any Third Party, including any claim that all or any part of the Software or any use thereof (or the exercise of any rights with respect thereto) infringes, violates or misappropriates any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any Third Party.

9.2 Vendor's obligations under this Section 9 are not limited to third-party claims, but shall also apply to any claims that either party may assert against the other.

9.3 Vendor shall be liable for any personal injury or damage to property caused by the fault or negligence of Vendor, its officers, directors, employees, agents and approved contractors or subcontractors.

9.4 Vendor's duties as set forth in this Section 9 shall survive the termination of this Agreement and shall apply to all acts or omissions taken or made in connection with the performance of this Agreement regardless of the date any potential claim is made or discovered by the Department or any other Indemnatee.

Section 10. Default and Termination.

10.1 Termination for Cause by the Agency. The Agency may terminate this Agreement upon written notice for the breach by Vendor of any material term, condition or provision of this Agreement, if such breach is not cured within the time period specified in the Agency's notice of breach or any subsequent notice or correspondence delivered by the Agency to Vendor, provided that cure is feasible. In addition, the Agency may terminate this Agreement effective immediately without penalty or legal liability and without advance notice or opportunity to cure for any of the following reasons:

- 10.1.1** Vendor furnished any statement, representation, warranty or certification in connection with this Agreement, the Software License Agreement, the RFP or the Proposal that is false, deceptive, or materially incorrect or incomplete;
- 10.1.2** Vendor or any of Vendor's officers, directors, employees, agents, subsidiaries, affiliates, contractors or subcontractors has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;
- 10.1.3** Dissolution of Vendor or any parent or affiliate of Vendor owning a controlling interest in Vendor;
- 10.1.4** Vendor terminates or suspends its business;
- 10.1.5** Vendor's corporate existence or good standing in Iowa is suspended, terminated, revoked or forfeited;

10.1.6 Vendor has failed to comply with any applicable international, federal, state, or local laws, rules, ordinances, regulations or orders when performing within the scope of this Agreement;

10.1.7 The Agency determines or believes the Vendor has engaged in conduct that has or may expose the Agency or the State to material liability;

10.1.8 Vendor infringes or allegedly infringes or violates any patent, trademark, copyright, trade dress or any other intellectual property right or proprietary right, or Vendor misappropriates or allegedly misappropriates a trade secret; or

10.1.9 Any of the following has been engaged in by or occurred with respect to Vendor or any corporation, shareholder or entity having or owning a controlling interest in Vendor:

10.1.9.1 Commencing or permitting a filing against it which isn't discharged within ninety (90) days, of a case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or filing an answer admitting the material allegations of a petition filed against it in any involuntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts; or consenting to any such relief or to the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts;

10.1.9.2 Seeking or suffering the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets;

10.1.9.3 Making an assignment for the benefit of creditors;

10.1.9.4 Failing, being unable, or admitting in writing the inability generally to pay its debts or obligations as they become due or failing to maintain a positive net worth and such additional capital and liquidity as is reasonably adequate or necessary in connection with Vendor's performance of its obligations under this Agreement [or the Software License Agreement]; or

10.1.9.5 Taking any action to authorize any of the foregoing.

The Agency's right to terminate this Agreement shall be in addition to and not exclusive of other remedies available to the Agency, and the Agency shall be entitled to exercise any other rights and pursue any remedies, in law, at equity, or otherwise.

10.2 Termination for Convenience. Following thirty (30) days written notice, the Agency may terminate this Agreement in whole or in part for convenience without the payment of any penalty or incurring any further obligation to Vendor. Termination for convenience can be for any reason or no reason at all.

10.3 Termination Due to Lack of Funds or Change in Law. Notwithstanding anything in this Agreement to the contrary, and subject to the limitations set forth below, the Agency shall have the right to terminate this Agreement without penalty or legal liability and without any advance notice as a result of any of the following:

10.3.1 The legislature or governor fail in the sole opinion of the Agency to appropriate funds sufficient to allow the Agency to either meet its obligations under this Agreement or to operate as required and to fulfill its obligations under this Agreement; or

10.3.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Agency to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Agency in its sole discretion; or

10.3.3 If the Agency's authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified; or

10.3.4 If the Agency's duties, programs or responsibilities are modified or materially altered; or

10.3.5 If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects the Agency's ability to fulfill any of its obligations under this Agreement or the operation of the Judicial Branch's Electronic Document Management System.

The Agency shall provide Vendor with written notice of termination pursuant to this section.

10.4 Limitation of the State's Payment Obligations. In the event of termination of this Agreement for any reason by either party (except for termination by the Agency pursuant to Section 10.1), the Agency shall pay only those amounts, if any, due and owing to Vendor up to and including the date of termination of this Agreement and for which the Agency is obligated to pay pursuant to this Agreement; provided however, that in the event the Agency terminates this Agreement pursuant to Section 10.3, the Agency's obligation to pay Vendor such amounts and other compensation shall be limited by, and subject to, legally available funds. Payment will be made only upon submission of invoices and proper proof of Vendor's claim. Notwithstanding the foregoing, this Section 10.4 in no way limits the rights or remedies available to the Agency and shall not be construed to require the Agency to pay any compensation or other amounts hereunder in the event of Vendor's breach of this Agreement or any amounts withheld by the Agency in accordance with the terms of this Agreement. The Agency shall not be liable, under any circumstances, for any of the following:

10.4.1 The payment of unemployment compensation to Vendor's employees;

10.4.2 The payment of workers' compensation claims, which occur during the Agreement or extend beyond the date on which the Agreement terminates;

10.4.3 Any costs incurred by Vendor in its performance of the Agreement, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Agreement and/or the Software License Agreement;

10.4.4 Any damages or other amounts, including amounts associated with the loss of prospective profits, anticipated sales, goodwill, or for expenditures, investments or commitments made in connection with this Agreement or the Software License Agreement;

10.4.5 Any taxes Vendor may owe in connection with the performance of this Agreement or the Software License Agreement, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

10.5 Vendor's Termination Duties. Upon receipt of notice of termination and upon request of the Agency, Vendor shall:

10.5.1 Cease work under this Agreement and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work performed under the Agreement and such other matters as the Agency may require.

10.5.2 Immediately cease using and return to the Agency any property (including, without limitation, Agency Property) or materials, whether tangible or intangible, provided by the Agency to Vendor.

10.5.3 Cooperate in good faith with the Agency and its employees, agents and independent contractors during the transition period between the notification of termination and the substitution of any replacement service provider.

10.5.4 Immediately return to the Agency any payments made by the Agency for services that were not rendered or provided by Vendor.

10.6 Termination for Cause by Vendor. Vendor may only terminate this Agreement upon written notice of the breach by the Agency of any material term of this Agreement, if such breach is not cured within sixty (60) days of the Agency's receipt of Vendor's written notice of breach.

Section 11. Insurance.

11.1 Insurance Policies. Vendor shall, at its sole expense, maintain in full force and effect, with insurance companies admitted to do business in the State of Iowa and acceptable to the Agency, insurance covering

its work of the type and in amounts required by this Agreement. Vendor's insurance shall, among other things, insure against any loss or damage resulting from or related to Vendor's performance of this Agreement regardless of the date the claim is filed or expiration of the policy. All insurance policies required by this Agreement shall: (i) be subject to the approval of the Agency; (ii) remain in full force and effect for the entire term of this Agreement; and (iii) not be canceled, reduced or changed without the Agency's prior written consent. The State of Iowa and the Iowa Agency shall be named as additional insureds on all such policies, and all such policies shall include the following endorsement: "It is hereby agreed and understood that the State of Iowa and the Agency are named as additional insured, and that the coverage afforded to the State of Iowa and the Agency under this policy shall be primary insurance. If the State of Iowa or the Agency have other insurance which is applicable to a loss, such other insurance shall be on an excess, secondary or contingent basis. The amount of the insurer's liability under this policy shall not be reduced by the existence of such other insurance."

Unless otherwise requested by the Agency, Vendor shall cause to be issued insurance policies with the coverages set forth below:

Type of Insurance	Limit	Amount
General Liability (including contractual liability) written on an occurrence basis	General Aggregate	\$5 million
	Products –	
	Comp/Op Aggregate	\$1 million
	Personal injury	\$1 million
	Each Occurrence	\$1 million
Excess Liability, umbrella form	Each Occurrence	\$1 million
	Aggregate	\$2 million
Errors and Omissions Insurance	Each Occurrence	\$2 million
Property Damage	Each Occurrence	\$1 million
	Aggregate	\$2 million
Workers Compensation and Employer Liability	As Required by Iowa law	

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

11.3 Certificates of Coverage. At the time of execution of this Agreement, Vendor shall deliver to the Agency certificates of insurance certifying the types and the amounts of coverage, certifying that said insurance is in force before the Vendor starts work, certifying that said insurance applies to, among other things, the work, activities, products and liability of the Vendor related to this Agreement, certifying that the State of Iowa and the Agency are named as additional insureds on the policies of insurance by endorsement as required herein, and certifying that no cancellation or modification of the insurance will be made without at least thirty (30) days prior written notice to the Agency. All certificates of insurance shall be subject to approval by the Agency. The Vendor shall simultaneously with the delivery of the certificates deliver to the Agency one duplicate original of each insurance policy.

11.4 Liability of Vendor. Acceptance of the insurance certificates by the Agency shall not act to relieve Vendor of any obligation under this Agreement. It shall be the responsibility of Vendor to keep the respective insurance policies and coverages current and in force during the life of this Agreement. Vendor shall be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Vendor shall have no claim or other recourse against the State or the Agency for any costs or loss attributable to any of the foregoing, all of which shall be borne solely by the Vendor. Notwithstanding any other provision of this Agreement, Vendor shall be fully responsible and liable for meeting and fulfilling all of its obligations under Section 11 of this Agreement.

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

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

11.7 Proceeds. In the event the Agency or the State suffers a loss that may be covered under any of the insurance policies required under this Section 11, neither the Vendor nor any subsidiary or affiliate thereof shall have any right to receive or recover any payments or proceeds that may be made or payable under such policies until the Agency and/or the State have fully recovered any losses, damages or expenses sustained or incurred by it (subject to applicable policy limits), and Vendor hereby assigns to the Agency and the State all of its rights in and to any and all payments and proceeds that may be made or payable under each policy of insurance required under this Agreement.

Section 12. Contract Administration.

12.1 Independent Contractor. Vendor is an independent contractor performing services for the Agency. Vendor shall not hold itself out as an employee or agent of the Agency. The Agency shall not provide Vendor with office space, support staff, equipment or tools, or supervision beyond the terms of this Agreement. Neither Vendor nor any of its staff are eligible for any State employee benefits, including, but not limited to, retirement benefits, insurance coverage or the like. Vendor and its staff shall not be considered employees of the Agency or the State for any purpose, including for federal or State tax purposes. The Agency shall not withhold taxes on behalf of Vendor. Vendor shall be responsible for payment of all taxes in connection with any income earned from performing this Agreement.

12.2 Compliance with the Law and Regulations.

12.2.1 Vendor and its employees, agents, officers, directors, approved contractors and subcontractors shall comply with all applicable federal, state, international, and local laws, rules, ordinances, codes, regulations and orders when performing within the scope of this Agreement, including without limitation, all laws applicable to the prevention of discrimination in employment, the administrative rules of the Iowa Department of Management and the Iowa Civil Rights Commission which pertain to equal employment opportunity and affirmative action, laws relating to prevailing wages, occupational safety and health standards, prevention of discrimination in employment, payment of taxes, gift laws, lobbying laws, and laws relating to the use of targeted small businesses as subcontractors or suppliers. Vendor shall comply with any applicable reporting and compliance standards of the Iowa Department of Management regarding equal employment. Vendor may be required to submit its affirmative action plan to the Iowa Department of Management to comply with the requirements of 541 Iowa Admin. Code Chapter 4. Vendor shall make the provisions of this section a part of its contracts with any approved subcontractors providing goods or services related to Vendor's performance of this Agreement.

12.2.2 Vendor shall give notice to any labor union with which it has a bargaining or other agreement of its commitment under this section of the Agreement. Vendor shall make the provisions of this section a part of its contracts with any approved subcontractors providing goods or services related to the fulfillment or performance of this Agreement.

12.2.3 The Agency may consider the failure of Vendor to comply with any law or regulation as a material breach of this Agreement.

12.3 Confidentiality. Vendor and its employees, agents, approved contractors and subcontractors may have access to Confidential Information, data, software, hardware, programs or other information or property possessed, owned or maintained by the Agency or the State ("Agency Property") to the extent necessary to

carry out its responsibilities under the Agreement. Such Agency Property shall at all times remain the property of the Agency and/or the State. Vendor shall preserve the confidentiality of Agency Property disclosed or furnished by the Agency to Vendor and shall maintain procedures for safeguarding such property. Vendor must designate one individual who shall remain the responsible authority in charge of all Agency Property collected, used, or disseminated by Vendor in connection with the performance of this Agreement. Vendor shall accept responsibility for providing adequate supervision and training to its agents, employees and any approved contractors and subcontractors to ensure compliance with the terms of this Agreement. Vendor and its employees, agents, and any approved contractors or subcontractors may be required by the Agency to execute confidentiality or non-disclosure agreements to obtain access to certain Agency Property. Vendor and its employees, agents, approved contractors and subcontractors shall not disclose, publish, reproduce, disseminate or otherwise use any Agency Property received, collected, maintained, or used in the course of performance of the Agreement except as permitted by the Agency to enable Vendor to perform its obligations under this Agreement and except as required by applicable laws, rules or regulations, either during the term of this Agreement or thereafter. Vendor agrees to return any and all Agency Property received, collected, accessed, maintained, created, or used in the course of the performance of the Agreement in whatever form it is maintained promptly at the request of the Agency. In the event that Vendor receives a request for access to any Agency Property, Vendor shall immediately communicate such request to the Agency for consideration and handling.

Vendor shall indemnify the Agency, the State and all other Indemnitees in the manner provided for indemnification elsewhere in this Agreement for a violation of this section. In the event of a breach of this section, the Agency may terminate this Agreement immediately without notice of default and opportunity to cure. Vendor acknowledges that the disclosure of any Confidential Information of the Agency or the State will immediately give rise to continuing irreparable injury to the Agency and others that is inadequately compensable in damages at law. Accordingly, and without prejudice to any other remedy available to the Agency, the Agency will be entitled to injunctive relief. Vendor's obligations under this section shall survive expiration or termination of this Agreement.

12.4 Amendments. This Agreement may be amended in writing from time to time by mutual consent of the parties. Both parties must execute all amendments to this Agreement.

12.5 Third Party Rights. No person other than the parties hereto, their respective successors and permitted assigns, the State and Governmental Entities may rely on or derive any rights pursuant to or under this Agreement. This Agreement is intended to benefit only the Agency, the State, Governmental Entities and the Vendor.

12.6 Choice of Law and Forum.

12.6.1 This Agreement shall be governed in all respects by, and construed in accordance with, the laws of the State of Iowa, without giving effect to the choice of law principles thereof.

12.6.2 Any and all litigation or actions commenced in connection with this Agreement, including after expiration or termination of this Agreement, shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa, if jurisdiction is proper. However, if jurisdiction is not proper in the Iowa District Court for Polk County, but is proper only in a United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa, Central Division. Vendor irrevocably: (i) consents and agrees that any legal or equitable action or proceeding arising under, in connection with or arising out of this Agreement shall be brought and maintained exclusively in the aforesaid courts; (ii) submits to and accepts, with respect to any such action or proceeding, for it and in respect of its properties and assets regardless of the physical or legal situs thereof, generally and unconditionally, the jurisdiction of the aforesaid courts; and (iii) waives any objection to such jurisdiction based on forum non conveniens or otherwise.

12.6.3 This provision shall not be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to the Agency or the State, including sovereign immunity, governmental

immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise.

12.6.4 Vendor irrevocably consents to service of process by certified or registered mail addressed to the Vendor's designated agent. The Vendor appoints [name of agent and address], as its agent to receive service of process. If for any reason the Vendor's agent for service is unable to act as such or the address of the agent changes, Vendor shall immediately appoint a new agent and provide the Agency with written notice of the change in agent or address. Any change in the appointment of the agent or address will be effective only upon actual receipt by the Agency. Nothing in this provision will alter the right of the Agency to serve process in any other manner permitted by law.

12.6.5 This Section 12.6 shall survive termination of this Agreement.

12.7 Assignment and Delegation. This Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party, except that the Agency may assign this Agreement to any State agency or unit of State government that succeeds the Agency's duties hereunder or otherwise assumes responsibility for functions or duties currently assumed by the Agency. For purposes of construing this clause, a transfer of a controlling interest in Vendor, a merger, sale or consolidation of Vendor, or a sale of substantially all of Vendor's assets shall be considered an assignment. Vendor agrees that it shall provide the Agency with the earliest possible advance notice of any proposed sale or transfer or any controlling interest in or substantial assets of Vendor and of any proposed merger, sale or consolidation of Vendor. Vendor agrees that it shall not use this Agreement, or any portion thereof, for collateral or to otherwise secure any financial obligation of Vendor or any affiliate thereof without the prior written consent of the Agency.

12.8 Use of Subcontractors/Third Parties. None of the services to be provided by Vendor pursuant to this Agreement shall be subcontracted or delegated to any Third Party without the prior written consent of the Agency. The Agency's consent shall not be deemed in any way to provide for the incurrence of any additional obligation of the Agency, whether financial or otherwise. Any subcontract to which the Agency has consented shall be in writing and shall in no way alter the terms and conditions of this Agreement. **All subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that the Agency may deem necessary.** Vendor is solely liable for any and all payments that may be due to a subcontractor pursuant to any subcontract. Vendor shall indemnify, defend and hold harmless the Agency and the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Vendor's breach of any subcontract into which it enters, including Vendor's failure to pay any and all amounts due to any subcontractor. In addition, the Agency is not responsible for any failure of any other subcontractor to pay any amounts that may be due to Vendor, and Vendor may not refuse to perform its obligations under this Agreement for any such failure. If Vendor fails, neglects or refuses to pay promptly, as due, any claim for labor or services furnished to Vendor or any subcontractor by any person in connection with the services provided under this Agreement, the Agency may pay such claim and charge the amount of the payment against funds due or to become due Vendor under this Agreement. The payment of a claim in the manner authorized in this paragraph shall not relieve Vendor or its surety from obligation with respect to any unpaid claims. All subcontracts shall contain provisions for the Agency access to the subcontractor's books, documents, and records and for inspections of work, as required of Vendor herein. No subcontract or delegation of work shall relieve or discharge Vendor from any obligation, provision, or liability under this Agreement. Vendor shall remain responsible for such performance and shall be fully responsible and liable for all acts or omissions of any such contractor or subcontractor. Any action of a subcontractor, which, if done by Vendor, would constitute a breach of this Agreement, shall be deemed a breach by Vendor and have the same legal effect.

12.9 Integration. This Agreement and the Software License Agreement represents the entire Agreement between the parties concerning the subject matter hereof, and neither party is relying on any representation that may have been made which is not included in this Agreement or the Software License Agreement. The Agency shall not be bound by any "shrink-wrap" agreement, "click-wrap" agreement, or "sneakwrap" agreement (or any other similar agreement) that may accompany or relate to the Software. Vendor

acknowledges that it has thoroughly read this Agreement and all related schedules, exhibits, and other documents and has had the opportunity to receive competent advice and counsel necessary for it to form a complete understanding of all rights and obligations herein and to accept same freely and without coercion of any kind. Accordingly, this Agreement shall not be construed or interpreted against the Agency on the basis of draftsmanship or preparation thereof.

12.10 Obligation Beyond Agreement Term. This Agreement shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Agreement. Vendor's obligations under this Agreement which by their nature would continue beyond the termination of this Agreement, including, by way of illustration and not by limitation, those obligations set forth in Sections 4.1, 4.5, 5.1 - 5.7, 8.1 - 8.9, 9.1 - 9.4, 10.4 - 10.6, 11.1-11.7, 12.2, 12.3, 12.6, 12.8, 12.10 - 12.16, 12.18, 12.19, 12.23, 12.24, 12.25, 12.28, 12.30, 12.32, 12.33, 12.36, and 12.37 – 12.39 shall survive termination of this Agreement and/or termination of Support. [needs to be reviewed prior to execution]

12.11 Supersedes Former Agreements. This Agreement supersedes all prior Agreements between the Agency and Vendor for the Software maintenance and technical support services provided in connection with this Agreement, except for the Software License Agreement.

12.12 Waiver. Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and Vendor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

12.13 Notices.

12.13.1 Notices. Notices under this Agreement shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to receive notice as it appears below or as otherwise provided for by proper notice hereunder. The effective date for any notice under this Agreement shall be the date of delivery of such notice (not the date of mailing) which may be effected by certified U.S. Mail return receipt requested with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS:

If to the Agency:

If to Vendor:

12.13.2 Any notice or communication sent by certified U.S. Mail under this Agreement shall be deemed given upon receipt as evidenced by the U.S. Postal Service return receipt card, or if sent by overnight delivery service, upon receipt as evidenced by the signature attained by the carrier.

12.13.3 From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

12.14 Cumulative Rights. The various rights, powers, options, elections and remedies of the Agency and the State provided in this Agreement shall be construed as cumulative and no one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed the Agency and the State by law, and shall

in no way affect or impair the right of the Agency or the State to pursue any other contractual, equitable or legal remedy to which the Agency and the State may be entitled. The election by the Agency or the State of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

12.15 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

12.16 Time is of the Essence. Time is of the essence with respect to Vendor's performance of its obligations under this Agreement. Vendor shall ensure that all personnel, including any subcontractors of Vendor, providing services to the Agency are responsive to the Agency's requirements and requests in all respects.

12.17 Authorization. Vendor represents and warrants that it has the right, power and authority to enter into and perform its obligations under this Agreement and that it has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Agreement, and this Agreement constitutes a legal, valid and binding obligation of Vendor, enforceable in accordance with its terms.

12.18 Successors in Interest. All the terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the parties' hereto and their respective successors, assigns, and legal representatives.

12.19 Records Retention and Access. Vendor shall maintain books, documents and records that sufficiently and properly document Vendor's performance under this Agreement, including records that document all fees and other amounts charged during the term of this Agreement, for a period of at least five (5) years following the later of the date of final payment, termination or expiration of this Agreement, or the completion of any required audit. Vendor shall permit the Auditor of the State of Iowa or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, at no charge, to access and examine, audit, excerpt and transcribe any pertinent books, documents, electronic or optically stored and created records or other records of Vendor relating directly or indirectly to Vendor's performance under this Agreement. Vendor shall not impose a charge or seek payment for any fee, charge, or expense associated with any audit or examination of such books, documents and records. Vendor shall require its subcontractors to agree to the same provisions of this section.

12.20 Headings or Captions and Terms. The section headings or captions are for identification purposes only and do not limit or construe the contents of the sections. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural, and the word "or" has the inclusive meaning represented by the phrase "and/or." The words "include" and "including" shall be deemed to be followed by the phrase "without limitation." The words "thereof," "herein," "hereunder," and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement.

12.21 Multiple Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one contract binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

12.22 Not a Joint Venture. Nothing in this Agreement shall be construed as creating or constituting the relationship of the partnership, joint venture (or other association of any kind or agent/principal relationship) between the parties hereto. No party, unless otherwise specifically provided for herein, has the authority to enter into any agreement or create an obligation or liability on behalf of, in the name of, or binding upon, another party to this Agreement.

12.23 Additional Provisions. The parties agree that if an Addendum, Rider, Schedule, Appendix or Exhibit is attached hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference.

12.24 Further Assurances and Corrective Instruments. The parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement.

12.25 Obligations of Joint Entities. If Vendor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this agreement, and for any default of such activities and obligations.

12.26 Force Majeure.

12.26.1 Neither Vendor nor the Agency shall be liable to the other for any delay or failure of performance of this Agreement, and no delay or failure of performance shall constitute a default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by a "force majeure" and not as a result of the fault or negligence of a party.

12.26.2 As used in this Agreement, "force majeure" includes acts of God, war, civil disturbance and any other similar catastrophic events which are beyond the control and anticipation of the party effected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. Failure to perform by a subcontractor or an agent of Vendor shall not be considered a "force majeure" unless the subcontractor or supplier is prevented from timely performance by a "force majeure" as defined in this Agreement. "Force Majeure" does not include financial difficulties of Vendor or any parent, subsidiary, affiliated or associated company of Vendor or claims or court orders that restrict Vendor's ability to deliver the goods or services contemplated by this Agreement.

12.26.3 If a "force majeure" delays or prevents Vendor's performance, Vendor shall immediately commence to use its best efforts to directly provide alternate, and to the extent possible, comparable performance. Comparability of performance and the possibility of comparable performance shall be reasonably determined solely by the Agency.

12.27 Material Breaches. The references in this Agreement to specific material breaches of this Agreement shall not be construed as implying that other breaches of this Agreement are not material.

12.28 Right of Inspection. Vendor shall allow the Agency, or anyone designated by the Agency, to inspect its facilities and books and records at all reasonable times in order to monitor and evaluate performance of this Agreement.

12.29 Taxes. Vendor shall be responsible for paying any taxes incurred by Vendor in the performance of this Agreement. The Agency and the State are exempt from the payment of State sales and other taxes.

12.30 Title to Property. Title to all property (including Agency Property) furnished by the Agency and/or the State to Vendor to facilitate the performance of this Agreement shall remain the sole property of the Agency and/or the State. All such property shall only be used by Vendor for purposes of fulfilling its obligations under this Agreement and shall be returned to the Agency upon the earliest of completion, termination, or cancellation of this Agreement or at the Agency's request. Vendor acknowledges that it shall acquire no interest or rights in and to such property. Except as expressly provided in this Agreement, Vendor shall not disclose or use such property for any purpose, including pledging or encumbering it, selling or using it for monetary gain, using it to compile mailing lists, solicit business or pursue other business activities, or otherwise. Title to all property purchased by Vendor, for which Vendor has been reimbursed or paid by the Agency under this Agreement, shall pass to and vest in the Agency and/or State, except as otherwise provided in this Agreement.

12.31 Exclusivity. This Agreement is not exclusive. During the term of this Agreement, the Agency may obtain similar services from other service providers.

- 12.32 Award of Related Agreements.** The Agency may undertake or award supplemental or successor agreements for work related to this Agreement. Vendor shall cooperate fully with other contractors, consultants and other persons who may be engaged by the Agency or the State in connection with this Agreement. Vendor will ensure that any of its contractors or subcontractors that have been approved by the Agency will abide by this provision.
- 12.33 Sovereign Immunity.** The Agency and the State do not waive sovereign immunity by entering into this Agreement and specifically retain and reserve the defense of sovereign immunity and all defenses available to them under State and federal laws, rules and regulations for any claim arising out of or related to this Agreement.
- 12.34 Disclaimer.** All information contained in the RFP and any appendices or attachments thereto reflect the information available to the Agency at the time the above-cited documents were prepared. The Agency does not warrant the accuracy of any such information and shall not be liable for any errors or omissions, or the results of errors or omissions, which may be discovered, at any time, to exist in those documents.
- 12.35 Assignment of Third Party Warranties.** Vendor hereby assigns and shall assign to the Agency any and all existing and future warranties, indemnities and other benefits obtained or available from the licensor of any Third Party software or the manufacturer of any equipment or replacement parts provided or otherwise furnished in connection with this Agreement.
- 12.36 Attorney's Fees and Expenses.** In the event Vendor defaults in any obligations under this Agreement, Vendor shall pay to the Agency all costs and expenses (including, without limitation, the reasonable value of time of the Attorney General's Office and the costs, expenses and attorney fees of other counsel retained by or on behalf of the Agency) incurred by the Agency in enforcing this Agreement or any of its rights and remedies with respect thereto.
- 12.37 Contract Compliance Audit.** Vendor agrees that the Agency or a representative of its selection may conduct a complete contract compliance audit at least once annually during the term of this Agreement and after termination or expiration of this Agreement to determine whether or not the Vendor is complying with the terms of this Agreement, criteria established for access to Agency Property, State and federal laws regarding Confidential Information, and any other applicable laws and regulations. Vendor shall promptly comply with and correct any deficiencies noted in the audit report as audit exceptions and will promptly implement any recommendations reasonably requested by the Agency or its representatives. Vendor shall not impose any charge or fee in connection with any contract compliance audit.
- 12.38 Care of Property.** Vendor shall be responsible for the proper custody and care of any property, data, databases, software, interfaces, hardware, telecommunications lines and equipment, intellectual property and Agency Property furnished by the Agency for Vendor's use in connection with the performance of the Agreement. Vendor shall exercise its best efforts to prevent damage to all such property and shall, at the Agency request, restore damaged property to the extent possible to its condition prior to the damage at the sole expense of Vendor. Such restoration shall be complete when judged satisfactory by the Agency. In addition, at the Agency's request, Vendor will reimburse the Agency for any loss or damage to such property caused by Vendor, or any agent, contractor or subcontractor employed or utilized by Vendor. Vendor shall not take any action that would impair the value of, or goodwill associated with, the name, property and intellectual property rights of the Agency and the State. Vendor shall obtain the prior advance written approval from the Agency prior to Vendor's use (in advertising, publicity, public contract bidding, or otherwise) of the name, marks or intellectual property rights of the Agency or the State.
- 12.39 Notification of Events.** Vendor shall notify the Agency in writing if any of the following has been engaged in by or occurred with respect to Vendor or any corporation, shareholder or entity having or owning a controlling interest in Vendor:
- 12.39.1** Vendor files or permits the filing against it of a case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or filing an answer admitting the material allegations of a petition filed

against it in any involuntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts; or consenting to any such relief or to the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against it seeking liquidation, reorganization or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts; or

12.39.2 Seeking or suffering the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets; or

12.39.3 Making an assignment for the benefit of creditors; or

12.39.4 Failing, being unable, or admitting in writing the inability generally to pay its debts or obligations as they become due or failing to maintain a positive net worth and such additional capital and liquidity as is reasonably adequate or necessary in connection with Vendor's performance of its obligations under this Agreement; or

12.39.5 An order is entered approving an involuntary petition to reorganize the business of Vendor for all or part of its property; or

12.39.6 If a writ or warrant of attachment, execution, distraint, levy, possession or any similar process that may materially affect the operation of Vendor is issued by any court or administrative agency against all or any material portion of Vendor's property; or

12.39.7 Taking any action to authorize any of the foregoing.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

State of Iowa, acting by and through the [name of Agency]

[name of Vendor]

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULE A

[need to add a complete description of the services to be provided, response times, fees, etc.]

Vendor represents, warrants, and agrees that it has been compensated and paid in full for all maintenance, support and warranty services to be provided by Vendor during the Initial Term or Warranty Period, and that the Agency shall not be required to pay Vendor any additional compensation, fees or amounts of any kind with respect to Vendor's provision of such services.

SCHEDULE B

Attachment 8

**Sample Forms Currently Being Used at
The Iowa Office of the State Medical Examiner**

IOWA OFFICE OF THE STATE MEDICAL EXAMINER

2250 S. Ankeny Blvd., Ankeny, Iowa 50023-9093

Phone#: 515-725-1400 / FAX#: 515-725-1414

Central Office Use Only

(Date of Receipt)

(DOD Code)

(COD Code)

PRELIMINARY REPORT OF INVESTIGATION BY MEDICAL EXAMINER

DECEDENT:

(First Name)

(Middle Name)

(Last Name)

ADDRESS:

(residence)

(Number & Street or Route, Box No.)

(City, State)

(County)

(County Assigned Case #)

INFORMATION ABOUT DECEDENT AND DESCRIPTION OF BODY

AGE (If less than 2 yrs. give months & days) Age: _____ Date of Birth: _____	SEX ☐ Male ☐ Female ☐ Undetermined	CLOTHING ☐ Clothed* ☐ Partly Clothed* ☐ Unclothed _____	BODY TEMPERATURE ☐ Warm ☐ Cool ☐ Cold If taken: _____ site: _____	BLOOD ☐ Nose ☐ Mouth ☐ Ears ☐ Clothing ☐ None	OCCUPATION (Please fill in both parts) TYPE OF WORK: (Example: machinist, typist, fireman, farmer, salesman, homemaker)
MARITAL STATUS ☐ Married ☐ Never Married ☐ Widowed ☐ Divorced ☐ Separated ☐ Unknown	HEAD-HAIR ☐ None ☐ Partly Bald ☐ Blonde ☐ Brown ☐ Red ☐ Black ☐ Gray ☐ White	EYES-Color: _____ R: _____ mm/L: _____ mm	RIGOR ☐ Neck: ☐ 0 ☐ 1 ☐ 2 ☐ 3 ☐ Arms: ☐ 0 ☐ 1 ☐ 2 ☐ 3 ☐ Legs: ☐ 0 ☐ 1 ☐ 2 ☐ 3 "0" = absent, "3" = full	FROTH ☐ Present ☐ Absent Color: _____	INDUSTRY: (Example: textile, banking, fire dept., farming, insurance, home)
RACE ☐ White ☐ Black ☐ Hispanic ☐ Asian ☐ Other	OTHER HAIR ☐ Mustache ☐ Beard	WEIGHT: _____ lbs. LENGTH: _____ inches	LIVOR Color: _____ Fixed? ☐ Yes ☐ No ☐ Anterior ☐ Posterior ☐ Lateral (R / L)	OTHER (Dirt, water etc.) ☐ Nose _____ ☐ Mouth _____ ☐ Ears _____ ☐ None	NO Occupational Information ☐ No Occupational Information
		MISCELLANEOUS ☐ _____ ☐ _____ ☐ Circumcised		DECOMPOSITION ☐ Early ☐ Advanced ☐ None	HISTORY OF DOMESTIC VIOLENCE ☐ Yes ☐ No

INFORMATION ABOUT OCCURRENCE

ITEM	DATE	TIME [military]	LOCATION	COUNTY	TYPE OF PREMISES (Home, farm, highway, hospital, etc.)
INJURY OR ONSET OF ILLNESS					ON THE JOB? ☐ YES ☐ NO
LAST SEEN ALIVE			(By whom: Name and Address)		
DEATH (PRONOUNCED)			(By whom: Name and Address)		
FOUND DEAD BY			(By whom: Name and Address)		
POLICE NOTIFIED			POLICE AGENCY:	OFFICER:	
M.E. NOTIFIED			(By whom: Name and Address)		
VIEW OF BODY					☐ NOT VIEWED
TO HOSPITAL				Iowa Donor Network Notified? 1-800-831-4131	☐ Yes ☐ No
WITNESSES	(Name and Address)			BLOOD SAMPLE DRAWN: ☐ Yes ☐ No	Why Not? ☐ Blood ☐ Urine ☐ Vitreous

MANNER OF DEATH

☐ NATURAL ☐ HOMICIDE ☐ ACCIDENT ☐ SUICIDE ☐ UNDETERMINED ☐ PENDING

M.E. AUTOPSY AUTHORIZED

☐ Yes ☐ No

PROBABLE CAUSE OF DEATH:

1. _____

2. Due to: _____

3. Due to: _____

Contributing factor: _____

I hereby certify that after receiving notice of the death described herein I took charge of the body and made inquiries regarding the cause and manner of death in accordance with Chapter 331.801 and 802 and the information contained herein regarding such death is true and correct to the best of my knowledge and belief.

PATHOLOGIST

State Case #, if applicable
SME _____

PRINT NAME:

(Signature of Medical Examiner/
Medical Examiner Investigator)

**NON-
M.E.
AUTOP
SY
DONE**

☐Yes ☐No

I.S.M.E. review: _____

(Date Signed)

(County of Appointment)

How Injury Occurred (24d. of death certificate):

Send **original** to Iowa State Medical Examiner. Copies must be forwarded to County Attorney's office(s).

MEANS OF DEATH (Agency or Object) - IF OTHER THAN NATURAL

IF MOTOR VEHICLE INVOLVED	☐ Driver [if known]	☐ Lap Belt Used	☐ Hit-Run	☐ Passenger Car	☐ Farm Vehicle
	☐ Passenger [if known]	☐ Shoulder Belt Used	☐ Non-Highway	☐ Truck	☐ Other: _____
	☐ Pedestrian	☐ Crash Helmet Worn	☐ Air Bag Deployed	☐ Motorcycle	
	☐ Other	☐ Child Restraint		☐ Motorbike	
IF GUN	☐ Rifle - Cal. _____	☐ Stippling	☐ Oblong	☐ Head	☐ Buttocks
	☐ Handgun - Cal. _____	☐ Smudging	☐ Stellate	☐ Neck	☐ Thighs
	☐ Shotgun - Cal. _____	☐ Abrasion Collar	☐ Surg. Treated	☐ Chest	☐ Lower Legs
	☐ Unknown Type	☐ Round	☐ Other	☐ Abdomen	☐ Feet
IF INSTRUMENT: ☐ Blunt / ☐ Sharp	WHAT KIND:		TYPE & LOCATION OF INJURIES:		
IF DRUG, POISON, CHEMICAL (Suspected)	☐ Alcohol	REMARKS/SYMPTOMS:		☐ Ingested	☐ Other:
	☐ Other Drug, Poison, or Chemical: _____			☐ Injected	
	☐ Unknown		☐ Inhaled		
			☐ Topical		
			☐ Unknown		

MEDICAL HISTORY

CONDITION: ☐ Alcoholism ☐ Cancer ☐ Diabetes ☐ Drug Abuse ☐ Lung Disease	☐ Fractures ☐ Heart Disease ☐ Seizure: ☐ Other (specify): _____	FAMILY PHYSICIAN - DOCTOR: ADDRESS: PHONE #: MEDICATIONS:	EMERGENCY MEDICAL HISTORY - DOCTOR: WHERE TREATED: MEDICATIONS:
--	--	--	---

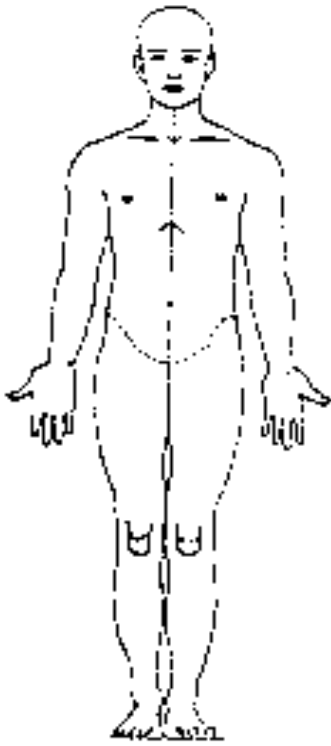
NEXT OF KIN -

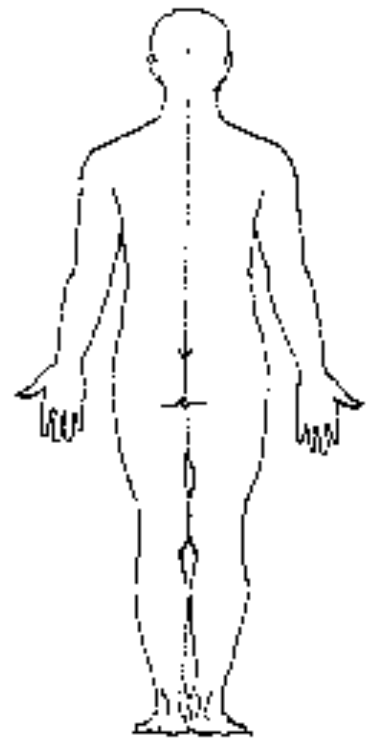
Address and Phone #:

FUNERAL HOME -

Address and Phone #

NARRATIVE SUMMARY OF CIRCUMSTANCES SURROUNDING DEATH (Add sheet if needed):





IDENTIFICATION OF BODY

☐ Preliminary	☐ Positive	Method:	
If by viewing, viewed by:			
Address:			
Relationship:		Telephone #:	

Iowa Office of the State Medical Examiner



Department of Public Health
2250 S. Ankeny Blvd.
Ankeny, IA 50023-9093
Phone: 515-725-1400 FAX: 515-725-1414

SUPPLEMENTAL ME-1

Date: _____

To: Iowa Office of the State Medical Examiner

Please record the following change/s to the original ME-1 for the below individual
(Required Information as Reported on Original ME-1)

Name: _____

Date of Death: _____

County: _____

County Case ID: _____

Please check the box/es where supplemental or additional information is being reported. Fill in ONLY the fields that you want changed or added to the original ME-1 submitted.

DECEDENT/ADDRESS/COUNTY

☐ Name _____
☐ Address/County _____ / _____
☐ County Assigned Case Number _____

INFORMATION ABOUT DECEDENT AND DESCRIPTION OF BODY

☐ Date of Birth _____
☐ Marital Status ☐ Married ☐ Never Married ☐ Widowed ☐ Divorced ☐ Separated ☐ Unknown
☐ Race ☐ White ☐ Black ☐ Hispanic ☐ Asian ☐ Other
☐ Sex ☐ Male ☐ Female ☐ Undetermined
☐ Other _____

INFORMATION ABOUT OCCURRENCE

☐ Injury or Onset of Illness _____
☐ Last Seen Alive _____
☐ Found Dead _____
☐ Witnesses _____
☐ Type of Premises _____
☐ On the Job? ☐ Yes ☐ No _____
☐ Other _____

MANNER OF DEATH

☐ Natural ☐ Homicide ☐ Accident ☐ Suicide ☐ Undetermined ☐ Pending
Reason for changing manner of death _____

MEANS OF DEATH (Agency or Object) – IF OTHER THAN NATURAL

IF MOTOR VEHICLE INVOLVED

☐ Driver [if known] ☐ Passenger [if known] ☐ Pedestrian ☐ Other _____
☐ Lap Belt Used ☐ Shoulder Belt Used ☐ Crash Helmet Worn ☐ Child Restraint ☐ Air Bag Deployed
☐ Hit-Run
☐ Non-Highway _____
☐ Passenger Car ☐ Truck ☐ Motorcycle ☐ Motorbike ☐ Farm Vehicle ☐ Other _____

IF GUN

☐ Rifle-Cal. _____ ☐ Handgun-Cal. _____ ☐ Shotgun-Cal. _____ ☐ Unknown
☐ Stippling ☐ Smudging ☐ Abrasion Collar ☐ Round ☐ Oblong ☐ Stellate ☐ Surg. Treated ☐ Other
☐ Head ☐ Neck ☐ Chest ☐ Abdomen ☐ Buttocks ☐ Thighs ☐ Lower Legs ☐ Feet ☐ Upper Arms ☐ Lower Arms ☐ Hands ☐ Other

IF INSTRUMENT

☐ Blunt ☐ Sharp

What kind _____

Type and location of injuries _____

IF DRUG, POISON, CHEMICAL (Suspected)

☐ Alcohol ☐ Other Drug, Poison, or Chemical _____ ☐ Unknown

Remarks/Symptoms _____

☐ Ingested ☐ Injected ☐ Inhaled ☐ Topical ☐ Unknown ☐ Other _____

ADDITIONAL MEDICAL HISTORY

ADDITIONAL FAMILY/NEXT-OF-KIN INFORMATION

ADDITIONAL LAW ENFORCEMENT/INVESTIGATING AGENCY INFORMATION

ADDITIONAL INFORMATION REGARDING CIRCUMSTANCES OR IDENTIFICATION OF DECEDENT

Name (please print or type) _____

Signature _____

Date _____

IOWA OFFICE OF THE STATE MEDICAL EXAMINER

2250 S. Ankeny Blvd., Ankeny, Iowa 50023-9093

Central Office Use Only

PRELIMINARY REPORT OF INVESTIGATION BY MEDICAL EXAMINER

(Date of Receipt)

(DOD Code)

(COD Code)

DECEDENT:

(First Name)

(Middle Name)

(Last Name)

ADDRESS:

(residence)

(Number & Street or Route, Box No.)

(City, State)

(County)

(County Assigned Case #)

INFORMATION ABOUT DECEDENT AND DESCRIPTION OF BODY

AGE (If less than 2 yrs. give months & days) Age: _____ Date of Birth: _____	SEX ☐ Male ☐ Female ☐ Undetermined	CLOTHING ☐ Clothed* ☐ Partly Clothed* ☐ Unclothed	BODY TEMPERATURE ☐ Warm ☐ Cool ☐ Cold If taken: _____ site: _____	BLOOD ☐ Nose ☐ Mouth ☐ Ears ☐ Clothing ☐ None	OCCUPATION (Please fill in both parts) TYPE OF WORK: (Example: machinist, typist, fireman, farmer, salesman, homemaker)
MARITAL STATUS ☐ Married ☐ Never Married ☐ Widowed ☐ Divorced ☐ Separated ☐ Unknown	HEAD-HAIR ☐ None ☐ Partly Bald ☐ Blonde ☐ Brown ☐ Red ☐ Black ☐ Gray ☐ White	EYES-Color: _____ R: _____ mm/L: _____ mm	RIGOR ☐ Neck: ☐ 0 ☐ 1 ☐ 2 ☐ 3 ☐ Arms: ☐ 0 ☐ 1 ☐ 2 ☐ 3 ☐ Legs: ☐ 0 ☐ 1 ☐ 2 ☐ 3 "0" = absent, "3" = full	FROTH ☐ Present ☐ Absent Color: _____	INDUSTRY: (Example: textile, banking, fire dept., farming, insurance, home)
RACE ☐ White ☐ Black ☐ Hispanic ☐ Asian ☐ Other	OTHER HAIR ☐ Mustache ☐ Beard	WEIGHT: _____ lbs. LENGTH: _____ inches MISCELLANEOUS ☐ _____ ☐ _____ ☐ Circumcised	LIVOR Color: _____ Fixed? ☐ Yes ☐ No ☐ Anterior ☐ Posterior ☐ Lateral (R / L)	OTHER (Dirt, water etc.) ☐ Nose _____ ☐ Mouth _____ ☐ Ears _____ ☐ None	No Occupational Information ☐ No
				DECOMPOSITION ☐ Early ☐ Advanced ☐ None	HISTORY OF DOMESTIC VIOLENCE ☐ Yes ☐ No

INFORMATION ABOUT OCCURRENCE

ITEM	DATE	TIME [military]	LOCATION	COUNTY	TYPE OF PREMISES (Home, farm, highway, hospital, etc.)
INJURY OR ONSET OF ILLNESS					ON THE JOB? ☐ YES ☐ NO
LAST SEEN ALIVE			(By whom: Name and Address)		
DEATH (PRONOUNCED)			(By whom: Name and Address)		
FOUND DEAD BY			(By whom: Name and Address)		
POLICE NOTIFIED			POLICE AGENCY:	OFFICER:	
M.E. NOTIFIED			(By whom: Name and Address)		
VIEW OF BODY					☐ NOT VIEWED
TO HOSPITAL				Iowa Donor Network Notified? 1-800-831-4131	☐ Yes ☐ No
WITNESSES	(Name and Address)			BLOOD SAMPLE DRAWN: ☐ Yes ☐ No Why Not?	☐ Blood ☐ Urine ☐ Vitreous

MANNER OF DEATH
☐ NATURAL ☐ HOMICIDE ☐ ACCIDENT ☐ SUICIDE ☐ UNDETERMINED ☐ PENDING

M.E. AUTOPSY AUTHORIZED
☐ Yes ☐ No
PROBABLE CAUSE OF DEATH:

1. _____
 2. Due to: _____
 3. Due to: _____
- Contributing factor: _____

I hereby certify that after receiving notice of the death described herein I took charge of the body and made inquiries regarding the cause and manner of death in accordance with Chapter 331.801 and 802 and the information contained herein regarding such death is true and correct to the best of my knowledge and belief.

PATHOLOGIST
 State Case #, if applicable
 SME _____

NON-M.E. AUTOPSY DONE
☐ Yes ☐ No

I.S.M.E. review: _____

PRINT NAME: _____

 (Signature of Medical Examiner/
 Medical Examiner Investigator)

(Date Signed)

(County of Appointment)

IDENTIFICATION OF BODY

☐ Preliminary	☐ Positive	Method:
If by viewing, viewed by:		
Address:		
Relationship:	Telephone #:	

☐

Jurisdiction Declined



Iowa Office of the State Medical Examiner

Department of Public Health
2250 S. Ankeny Blvd.
Ankeny, IA 50023-9093
Phone: 515-725-1400 FAX: 515-725-1414

MEDICAL EXAMINER EMBALMING CERTIFICATE

County of _____

Under the provisions of Chapter 331, of the Code of Iowa, I hereby certify that on _____
(Date)

I viewed the body and made an investigation of the death of

(Name of Decedent) (Age) (Sex)

who died on _____ at
(Date)

(Street & No. or Rural Route) (City or Town) (County)

and herewith give my permission to

(Embalmer) (City or Town)

to embalm the body of the above-named decedent.

(Name of Medical Examiner – please print or type)

(Signature of Medical Examiner)

(City or Town)

(County)

(Date)

Note: This certificate must be accompanied by permission of the family, or evidence that a diligent search was made to find the family, prior to embalming.

One copy each to the embalmer and county medical examiner.
Iowa Office of the State Medical Examiner

Department of Public Health



PERMIT BY MEDICAL EXAMINER FOR AUTOPSY

County of _____

Under the provisions of Chapter 331 of The Code of Iowa, in my opinion it is advisable and in the public interest that an autopsy be performed on the body of:

(Name) (Age) (Sex) (Color or Race) (Date of Birth)

who died on _____ **at** _____
(Date and Time) (Street No. or Rural Route)

_____ **under the following circumstances:**
(City or Town) (County)

Type of Death

- ☐ Violent
- ☐ Sudden, when in apparent health
- ☐ Unattended by a physician
- ☐ Custody of Law
- ☐ Suspicious, unusual or unnatural manner
- ☐ Disease which might threaten public health

Manner of Death

- ☐ Natural
- ☐ Accident
- ☐ Suicide
- ☐ Homicide
- ☐ Undetermined
- ☐ Pending

Narrative Summary of Circumstances Surrounding Death:

Authority is hereby given to Doctor _____
(Pathologist)

to perform such autopsy on the body of the decedent named herein.

(Name of Medical Examiner – please print or type)

(Signature of Medical Examiner)

(Date)

(City or Town)

One copy each to the medical examiner requesting the autopsy and the person performing the autopsy.



PRELIMINARY REPORT OF CHILD / INFANT DEATH SCENE INVESTIGATION

*Please promptly call the Iowa Department of Public Health for notification of all infant deaths.
*Call 1-800-383-3826 or fax 515-242-6384. Once completed, this form should be sent directly to the Iowa Office
of the State Medical Examiner at the address above.*

DECEDENT		
Name:	SSN:	
Home Address:		
Date of Birth:	Date of Death:	Time of Death:

MOTHER	
Name:	SSN:
Address:	
Date of Birth:	Other States Where Resided:
Telephone (include area code):	Does Mother Smoke? ☐ Yes ☐ No
Evidence / History of Substance Abuse? ☐ Yes ☐ No	

FATHER	
Name:	SSN:
Address:	
Date of Birth:	Other States Where Resided:
Telephone (include area code):	Does Father Smoke? ☐ Yes ☐ No
Evidence / History of Substance Abuse? ☐ Yes ☐ No	

CAREGIVER AT TIME OF DEATH (if other than parent)	
Name:	SSN:
Address:	
Date of Birth:	Other States Where Resided:
Relationship to Decedent:	How Long Cared for Child?
Telephone (include area code):	Does This Caregiver Smoke? ☐ Yes ☐ No
Evidence / History of Substance Abuse? ☐ Yes ☐ No	

ALL OTHER PERSONS IN THE RESIDENCE ON DAY CHILD WAS FOUND UNRESPONSIVE

1) Name:	Date of Birth:	Smoke? ☐ Yes ☐ No
2) Name:	Date of Birth:	Smoke? ☐ Yes ☐ No
3) Name:	Date of Birth:	Smoke? ☐ Yes ☐ No
4) Name:	Date of Birth:	Smoke? ☐ Yes ☐ No
5) Name:	Date of Birth:	Smoke? ☐ Yes ☐ No

POSITION AT TIME OF DEATH

Who Found Child? (parent, sitter, etc.)

Where Was Child Found? (bedroom, crib, etc.)

Was Child Moved from Original Location Where Found? ☐Yes ☐No

If Yes, by Whom?

In What Position Was the Child Found by Care Provider? (face up, down, side)

In What Position Was the Child Placed Down? (on stomach, back, side)

What Was Child's Usual Sleep Position? (back, side, stomach)

Was Child Sleeping with Someone Else? ☐Yes ☐No

If Yes, with Whom?

Was This the Usual Sleep Arrangement? ☐Yes ☐No

In What Condition Was the Child Found? (warm, cold, still, mottled, etc.):

CLOTHING

Describe Child's Clothing When Found:

BEDDING

Describe Bed Type Where Child Originally Found (crib, adult, waterbed, sofa):

Describe Bedding Type (baby blankets, adult blankets, pillows, etc.):

HOME WHERE FOUND
Type of Home Where Child Was Discovered Unresponsive (mobile, apt. etc.):
Condition of Home (clean, orderly, etc.):
Presence or Evidence of: Tobacco Smoke? ☐ Yes ☐ No Drugs? ☐ Yes ☐ No
Alcohol? ☐ Yes ☐ No
Is There Evidence / History of Domestic Violence in the Home? ☐ Yes ☐ No

HOME TEMPERATURE WHERE FOUND
Room Temperature: ° Describe Heating & Cooling System:

FEEDING HISTORY
When Did Child Last Eat?
What Did Child Last Eat?
Who Fed Child Last? Who Prepared Food?
Describe Normal Dietary Habits (foods, amounts, etc.):

RECENT ILLNESS OR INJURY
Child History (fever, vomiting, cold, neurological abnormalities, etc.):
Recent Injury (bruises, cuts, head injury, etc.):
Recent Visit to Physician? ☐ Yes ☐ No When? Who?
Why?
Public Services Used by Family (check all that apply): ☐ WIC ☐ Medicaid ☐ DHS

HEALTH INFORMATION
Medicine:
Allergies: Birth Defects:
Child's Primary Care Physician:
Last Visit to a Physician: When? Why?
History of Genetic / Inheritable Disease Processes in Family? ☐ Yes ☐ No
Immunizations Current? ☐ Yes ☐ No When Was Last One?
If Within Past Month, Specify Type:
Does Child Use Any Home Monitors? ☐ Yes ☐ No
If Yes, Was Child on Home Monitor at Time of Death? ☐ Yes ☐ No
Anyone Else in Household or Other Contacts (e.g. daycare) Recently Ill? ☐ Yes ☐ No

BIRTH INFORMATION
Birth Weight: Length: Birth Order:

Neonatal Complications? ☐ Yes ☐ No If Yes, Specify:
Multiple Birth? ☐ Yes ☐ No If Yes: ☐ Twin ☐ Triplet ☐ Other Birth Order:
Was Child Full Term? ☐ Yes ☐ No Gestational Age:
Any Illness or Complications During Pregnancy? ☐ Yes ☐ No
If Yes, What Type?
Any Risk Factors During Pregnancy (alcohol, drugs, tobacco)? ☐ Yes ☐ No
If Yes, What?

RESUSCITATION

Was Basic Life Support Started? ☐ Yes ☐ No
If Yes, by Whom (include agency and contact information)?

SCENE DOCUMENTATION

Photos of Death Scene Taken? ☐ Yes ☐ No
Video Taken? ☐ Yes ☐ No
Property Seized? ☐ Yes ☐ No
If Yes, What?
What Agency Seized Property?

PERSON COMPLETING FORM

Name (please print or type):	
Agency:	
Telephone (include area code):	FAX (include area code):
Signature:	Date Signed:



**PRELIMINARY REPORT OF TEENAGER (AGE 13-17)
DEATH SCENE INVESTIGATION**

*Please promptly call the Iowa Department of Public Health for notification of all teenager deaths.
*Call 1-800-383-3826 or fax 515-242-6384. Once completed, this form should be sent directly to the Iowa Office
of the State Medical Examiner at the address above.*

DECEDENT

Name: _____ SSN: _____
Home Address: _____
Date of Birth: _____ Date of Death: _____ Time of Death: _____

CAREGIVER

☐ Mother ☐ Father ☐ Other: _____
Name: _____ SSN: _____
Address: _____
Date of Birth: _____ Other States Where Resided: _____
Telephone (include area code): _____
Evidence/History of Substance Abuse? ☐ Yes ☐ No

CAREGIVER

☐ Father ☐ Mother ☐ Other: _____
Name: _____ SSN: _____
Address: _____
Date of Birth: _____ Other States Where Resided: _____
Telephone (include area code): _____
Evidence/History of Substance Abuse? ☐ Yes ☐ No

CAREGIVER ISSUES

History of:
☐ Domestic violence:
☐ Substance Abuse:
☐ Mental illness:
☐ Perpetrator:

HEALTH INFORMATION

Medical History:
Medications:

Recent History (fever, vomiting, cold, neurological abnormalities, etc.):

Allergies:

Birth Defects:

Teenager's Primary Care Physician:

Last Visit to a Physician: When?

Why?

History of Genetic/Inheritable Disease Processes in Family? ☐Yes ☐No

MENTAL HEALTH HISTORY

Treatment:

Medications:

VEHICULAR RELATED

Was Teenager the Driver? ☐Yes ☐No

Date License/Permit Issued:

License Type:

Make of Vehicle:

Death Due to All-terrain Vehicle? ☐Yes ☐No

If Yes, What Type of Vehicle?

Number of Vehicles Involved in the Accident:

How did the Accident Occur?

Number of Vehicle Occupants and their Ages:

Alcohol Present in Vehicle? ☐Yes ☐No

Drugs Present in Vehicle? ☐Yes ☐No

Date and Time of Accident:

Was Teenager Wearing a Seatbelt? ☐Yes ☐No

Was Teenager Ejected from the Vehicle? ☐Yes ☐No

Distractions Present during the Accident: ☐Cell Phone ☐Changing Music ☐Drag Racing

☐Other:

Weather Conditions: ☐Dry ☐Wet ☐Icy ☐Fog

Type of Road: ☐City ☐Highway ☐Rural Hard Surface ☐Rural Gravel

☐Other:

Was Teenager Sleep Deprived? ☐Yes ☐No

VIOLENT DEATH (POTENTIAL SUICIDE OR HOMICIDE)

Suspicious Behavior:

☐School:

☐Family:

☐Friends:

Bullying:

Pressure to Perform:

Learning Disability/Special Education:

Incarcerations:

Probation:

Parole:

Recent Drop in Academic Performance? ☐Yes ☐No

Recent Drop in Extra-curricular Activities? ☐Yes ☐No

Recent Trouble at School? ☐Yes ☐No

Recent Trouble with Law Enforcement? ☐Yes ☐No

Drug Use? ☐Yes ☐No

If Yes, What Drugs?

Depression? ☐Yes ☐No

History or Allegations of Physical or Sexual Abuse in the Home? ☐Yes ☐No

Sexual Orientation:

Recent Parent Divorce? ☐Yes ☐No

Pregnant or Cause Partner to be Pregnant? ☐Yes ☐No

Significant Losses of Parent/Caregiver:

☐Death:

☐Suicide:

☐Separation/Divorce:

Significant Losses of Close Friend:

☐Death:

☐Suicide:

☐Separation/Move:

Loss of Pet:

Loss or Disposal of Physical Possession:

Romantic Breakup/Conflict:

Change in Schools? ☐Yes ☐No

MISCELLANEOUS

History of Participation in: ☐"Choking Games" ☐"Autoerotic Asphyxia"

☐"Medication Grab Bags" ☐Other:

Farm-related? ☐Yes ☐No

Job-related? ☐Yes ☐No

Sports-related? ☐Yes ☐No

POTENTIAL SUICIDE

Death Due to: ☐ Firearm ☐ Knife ☐ Hanging ☐ Drugs

☐ Other:

Findings at Scene Suggestive of Suicide:

Suicide Note? ☐ Yes ☐ No

Dates and Methods of Previous Suicide Attempts:

Talk of Death or Suicide? ☐ Yes ☐ No

If Yes, What was Said (any plan)?

POTENTIAL HOMICIDE

Death Due to: ☐ Firearm ☐ Knife ☐ Blunt instrument ☐ Strangulation

☐ Other:

Death Related to Domestic Violence? ☐ Yes ☐ No

Death Gang-related? ☐ Yes ☐ No

SCENE DOCUMENTATION

Photos of Death Scene Taken? ☐ Yes ☐ No

Video Taken? ☐ Yes ☐ No

Property Seized? ☐ Yes ☐ No

If Yes, What?

What Agency Seized Property?

PERSON COMPLETING FORM

Name (please print or type):

Agency:

Telephone (include area code):

Signature:

FAX (include area code):

Date Signed:

Iowa Office of the State Medical Examiner

Department of Public Health

2250 S. Ankeny Blvd.

Ankeny, IA 50023-9093

Phone: 515-725-1400 / FAX: 515-725-1414



CREMATION PERMIT BY MEDICAL EXAMINER

Under the provisions of Chapter 331 of the Code of Iowa**, I hereby certify that I investigated the death of the following (PLEASE COMPLETE THIS ENTIRE FORM):

Name: _____ Sex: ☐ Male ☐ Female ☐ Unknown

Age: _____ Date of Birth: _____

Date and Time of Death: _____ If Found, Date and Time: _____

Place of Death (Address): _____

Cause of Death: _____

Due to: _____

Due to: _____

Other Significant: _____

Manner of Death: ☐ Natural ☐ Homicide ☐ Accident ☐ Suicide ☐ Undetermined ☐ Pending

Medical Examiner Case: ☐ Yes ☐ No Autopsy: ☐ Yes ☐ No Body viewed: ☐ Yes ☐ No**

County of Death: _____

Physician signing death certificate: _____ ☐ MD ☐ DO

Inasmuch as my investigation did not disclose suspicious circumstances or other reason to investigate this case further under the Medical Examiner Statutes, I herewith give my permission to the following crematory/funeral home to cremate the body of the above-named decedent:

Name of Funeral Home/Crematory: _____

Address: _____

Name of Medical Examiner (please print or type): _____

Signature: _____

Address: _____

Date of Examination / Investigation: _____

** If the death occurred in a manner specified in Iowa Code section 331.802(3), a medical examiner must view the body, make personal inquiry into the cause and manner, of death, and ensure that all necessary autopsies or post-mortem examinations have been completed prior to issuing a cremation permit. For deaths other than those specified in section 331.802(3), chapter 331 contains no requirement that a medical examiner view the body prior to issuing the cremation permit.



WHITE – MEDICAL EXAMINER'S COPY
YELLOW – FUNERAL DIRECTOR'S COPY
PINK – MEDICAL EXAMINER'S/POLICE COPY

IOWA OFFICE OF THE STATE MEDICAL EXAMINER

2250 S. Ankeny Blvd., Ankeny, IA 50023-9093

PERSONAL EFFECTS

CASE NO:	SME	NAME:	AGE:	RACE:	SEX:
COUNTY FROM:			DATE OF BIRTH:		
DATE/TIME BODY RECEIVED:			DATE OF DEATH:		
BROUGHT IN BY:			COUNTY OF DEATH:		
			BODY WAS:		
			CLOTHED [] UNCLOTHED []		

List of Decedent's Clothing and Effects

- | | | | |
|--|--|-------------------------------------|--|
| ☐ Bathrobe | ☐ Handkerchiefs | ☐ Underpants | ☐ Socks |
| ☐ Belt | ☐ Hat | ☐ Scarf | ☐ Sweater |
| ☐ Blouse | ☐ Jacket | ☐ Shirt | ☐ T-Shirt |
| ☐ Boxers/Briefs | ☐ Jeans | ☐ Shoes | ☐ Tie |
| ☐ Bra | ☐ Nightgown | ☐ Shorts | ☐ Vest |
| ☐ Coat | ☐ Overshoes | ☐ Skirt | ☐ Hospital Gown |
| ☐ Dress | ☐ Pajamas | ☐ Slip | ☐ |
| ☐ Gloves | ☐ Pants | ☐ Slippers | ☐ |

Billfold / Purse / Luggage Contents: _____

MONEY: TOTAL BILLS \$ _____ TOTAL COINS \$ _____ TOTAL AMOUNT OF MONEY \$ _____

JEWELRY: [] Watch (Make or Model): _____ Left wrist/Right wrist
[] Ring/s – Description: _____
(1) _____ Left/Right Thumb/Index/Middle/Ring/Little
(2) _____ Left/Right Thumb/Index/Middle/Ring/Little
(3) _____ Left/Right Thumb/Index/Middle/Ring/Little
(4) _____ Left/Right Thumb/Index/Middle/Ring/Little
(5) _____ Left/Right Thumb/Index/Middle/Ring/Little
[] Bracelet/s – Description: _____
[] Necklace/s – Description: _____
[] Other: _____

RELEASE OF "BODY" / PERSONAL EFFECTS		DATE AND TIME:
AUTHORIZED BY:		
FUNERAL HOME	SIGNATURE OF FUNERAL	
AUTHORIZED BY:	HOME REPRESENTATIVE:	
PERSONAL EFFECTS RELEASED TO:		FUNERAL DIRECTOR LICENSE NUMBER:
(If different from above)		DATE / TIME:

Iowa Office of the State Medical Examiner

Department of Public Health

2250 S. Ankeny Blvd.

Ankeny, IA 50023-9093

Phone: 515-725-1400 / FAX: 515-725-1414



MEDICATION LIST

Date: _____ Case Number: _____ Decedent: _____

Medication: _____

Name (if not decedent) _____

Physician: _____

Date and Store Filled: _____

Store Address: _____

Dose and Instructions: _____

Number of Tablets Prescribed: _____

Number of Tablets Remaining: _____

Medication: _____

Name (if not decedent) _____

Physician: _____

Date and Store Filled: _____

Store Address: _____

Dose and Instructions: _____

Number of Tablets Prescribed: _____

Number of Tablets Remaining: _____

Medication: _____

Name (if not decedent) _____

Physician: _____

Date and Store Filled: _____

Store Address: _____

Dose and Instructions: _____

Number of Tablets Prescribed: _____

Number of Tablets Remaining: _____

Medication: _____

Name (if not decedent) _____

Physician: _____

Date and Store Filled: _____

Store Address: _____

Dose and Instructions: _____

Number of Tablets Prescribed: _____

Number of Tablets Remaining: _____

Medication: _____

Name (if not decedent) _____

Physician: _____

Date and Store Filled: _____

Store Address: _____

Dose and Instructions: _____

Number of Tablets Prescribed: _____

Number of Tablets Remaining: _____

Medication: _____

Name (if not decedent) _____

Physician: _____

Date and Store Filled: _____

Store Address: _____

Dose and Instructions: _____

Number of Tablets Prescribed: _____

Number of Tablets Remaining: _____

Iowa Office of the State Medical Examiner

Department of Public Health

2250 S. Ankeny Blvd.

Ankeny, IA 50023-9093

Phone: 515-725-1400 / FAX: 515-725-1414



BODY IDENTIFICATION RECORD

Case Number: _____

Date: _____

Name of Decedent: _____

I, _____, hereby acknowledge that I have viewed

☐ a photograph ☐ the body of a deceased person believed to be: _____

The photograph / body that I viewed is that of the above styled decedent. I am related to the styled decedent as:

Family (specify): _____

Friend (specify): _____

Acquaintance (specify length of time known): _____

Signed _____ Date _____

Address: _____

Telephone Number (include area code): _____

Witness _____

SCIENTIFIC AND SECONDARY IDENTIFICATION

Fingerprint Comparison: _____ Analyst: _____

Dental Comparison: _____ Analyst: _____

Hospital ID: _____ County ME: _____

Personal Effects (specify): _____

Law Enforcement Agency: _____ Officer: _____

Circumstances (specify): _____

Iowa Office of the State Medical Examiner

Department of Public Health

2250 S. Ankeny Blvd.

Ankeny, IA 50023-9093

Phone: 515-725-1400 FAX: 515-725-1414



SCENE INVESTIGATION REPORT

MEMORANDUM TO FILE:

Case Number: _____

Subject: _____

By: _____

Requested to Attend Scene By: _____

Date and Time of Scene Arrival: _____

Date and Time of Scene Exit: _____

Location: _____

People Present at Scene: _____

Narrative: _____

Evidence Collected at Scene:



Iowa Office of the State Medical Examiner

2250 S. Ankeny Blvd.
Ankeny, IA 50023-9093
Phone: 515-725-1400 Fax: 515-725-1414

PRELIMINARY REPORT OF DEATH AND REQUEST FOR AUTOPSY

Date:
Time:
County :

Reporting ME/ME-I:	On Scene: ☐ Yes ☐ No
Investigating Agency:	
Detective/Case Agent/Officer:	

DECEASED INFORMATION

Name:		Age/Race/Sex:		DOB:
Address:		City:		State:
Marital Status: ☐ M ☐ D ☐ W ☐ NM ☐ S ☐ UNK		Pregnant within 12 months? ☐ Y ☐ N		
Next-of-Kin:		Relationship:		
Address:				
City/County/State:				
Telephone # (include area code):				
Method of Identification: ☐ Preliminary ☐ Positive ☐ Unidentified				

KNOWN INFORMATION

	DATE	TIME	LOCATION	PREMISE TYPE
ONSET OF ILLNESS OR INJURY				
LAST SEEN ALIVE			BY WHOM: LOCATION:	
FOUND			BY WHOM: LOCATION:	
DEATH PRONOUNCED			BY WHOM: LOCATION: INSIDE CITY LIMITS: ☐ Y ☐ N ON-THE-JOB: ☐ Y ☐ N	
POLICE NOTIFIED			BY WHOM:	





Iowa Office of the State Medical Examiner

2250 S. Ankeny Blvd.
Ankeny, IA 50023-9093
Phone: 515-725-1400 Fax: 515-725-1414

PRELIMINARY REPORT OF DEATH AND REQUEST FOR AUTOPSY

ME/ME-I: Dr. Kevin Locke
Phone: 563-419-4739
County: Winneshiek

Date: 4/5/2011
Time: 1957

Law Enf. Name: Winneshiek Co. Sheriff's Office
Phone: _____

Dec'd Name: William David Baker

A/R/S: 74/W/M
DOB: 8/25/1931

	DATE	TIME	
Last Seen Alive	4/5/11		By Whom: _____
			Location: _____
Pronounced	4/5/11	Pending	By Whom: Winneshiek Co. Ambulance
			Location: 1593 Salem Lane Rd., Decorah IA ☐ Inside City Limits ☒ Outside City Limits

NARRATIVE

Remind caller to fax ME-1 ASAP to 515-725-1414
IDN Referral Line 1-800-831-4131



**Iowa Office of the State Medical
Examiner**

2250 S. Ankeny Blvd.
Ankeny, IA 50023-9093
Phone: 515-725-1400 / FAX: 515-725-1414

DATE: 6/9/2011
TO: State Registrar, Vital Records Bureau
Lucas Office Bldg, 1st Floor
321 East 12th Street
Des Moines, IA 50319
RE: Name: _____ / DOD _____ / County _____
Amendment - Certificate of Death

Please make the following change/s on the death certificate for the above individual:

☐ #	_____
☐ 24. Date Pronounced	_____
☐ 25. Time Pronounced	☐ AM ☐ PM ☒ Military
☐ 29. Actual or Presumed DOD	_____
☐ 30. Actual or Presumed TOD	☐ AM ☐ PM ☒ Military
☐ 31a. Medical Examiner Contacted?	_____
☐ 31b. If Yes, ME Deferred?	_____
☐ 32a. Cause of Death	_____
Immediate Cause:	_____
Due to:	_____
Due to:	_____
Due to:	_____
☐ 32c. Other Significant Conditions	_____
☐ 33. Autopsy Performed?	_____
☐ 34. Findings Available?	_____
☐ 35. Tobacco Use Contribute?	_____
☐ 36. Pregnancy	_____
☐ 37. Manner of Death	_____
☐ 38. Date of Injury	_____
☐ 39. Time of Injury	☐ AM ☐ PM ☒ Military
☐ 40. Place of Injury	_____
☐ 41. Injury at Work?	_____
☐ 42. Location of Injury	_____
☐ 43. Transportation	_____
☐ 44. How Injury Occurred	_____

Julia C. Goodin, MD
**Error! Unknown op code for
conditional.**

cc: File

(Rev. 1/11)

Iowa Office of the State Medical Examiner

Admonition Opposing Autopsy

Name of Decedent: _____

State Medical Examiner Case Number: _____

I, _____ and being the _____
Name of Legal Next-of-Kin Relationship

of the above-named decedent whose death has come under investigation by the Iowa Office of the State Medical Examiner, opposes and admonishes the Iowa Office of the State Medical Examiner from the performance of an autopsy. This admonition is rendered to avoid irreparable harm to the surviving next-of-kin. It is hereby agreed that the undersigned next-of-kin, who represents the opinion and interests of the decedent's entire next-of-kin, shall save and hold harmless and indemnify the Iowa Department of Public Health and the Iowa Office of the State Medical Examiner and their employees and agents against any and all claims and causes of action arising from this admonition.

In witness thereof, the undersigned and here and to set his hand this _____ day of _____, 20____.

Signature of Next-of-Kin

Witness

Witness



IOWA OFFICE OF THE STATE MEDICAL EXAMINER
2250 South Ankeny Boulevard
Ankeny, Iowa 50023

BODY IDENTIFICATION FORM*

Case Number: _____ **SME** _____ **Name:** _____

Date of Autopsy: _____ - _____ - _____ **Pathologist:** _____

By what means was the body identified by the medical examiner personnel prior to transport to the Iowa Office of the State Medical Examiner:

☐ **Visual or photographic**

Who made the visual or photographic identification (full names, addresses, contact telephone numbers, and relationship to decedent)?

If picture I.D. was used, was it sent with the body? YES NO

IOSME visual comparison with photo I.D. #1 _____

(Must be made by two IOSME employees) #2 _____

☐ **Circumstantial**

What circumstantial evidence was used to establish identification (check item below)?

Clothing _____ **Jewelry** _____ **Tattoos** _____ **Scars** _____ **Anthropology** _____

Describe circumstantial evidence in detail (be very descriptive):

☐ **Scientific**

Was the body identified through use of scientific means (if so, check those that apply)?

Dental _____ **Fingerprints** _____ **DNA** _____ **Skeletal Radiographs** _____ **Other** _____

Completed by _____

Autopsy Photos

Case # _____
Name of
decedent _____
DOP _____
Doctor _____

Archived _____

CD Made _____

Prints Made _____

Autopsy Photos

Case # _____
Name of
decedent _____
DOP _____
Doctor _____

Archived _____

CD Made _____

Prints Made _____

Autopsy Photos

Case # _____
Name of
decedent _____
DOP _____
Doctor _____

Archived _____

CD Made _____

Prints Made _____

Autopsy Photos

Case # _____
Name of
decedent _____
DOP _____
Doctor _____

Archived _____

CD Made _____

Prints Made _____

IOWA OFFICE OF THE STATE MEDICAL EXAMINER
2250 S. Ankeny Blvd., Ankeny, IA 50023-9093

NAME _____
NUMBER _____ **SME** _____

CASE

DATE _____

AUTOPSY TECHNICIAN CHECKLIST

Initials

SETUP

VALUABLES AND CLOTHING

____ Valuables Logged ____ No Valuables
____ Clothing Logged ____ No Clothing _____

TOXICOLOGY (list number of each)

____ Vitreous Fluid [] ____ No Vitreous Fluid
____ Femoral Blood [] ____ No Femoral Blood
____ Heart Blood [] ____ No Heart Blood
____ Urine [] ____ No Urine
____ Brain Fixed ____ Brain Not Fixed
____ Other: _____

MICROBIOLOGY

____ Blood ____ Lungs ____ CSF ____ None _____ (delivered
to lab)

____ Histology/Tissue to VA or _____

X-RAYS (list number)

____ File X-rays [] ____ None

IDENTIFICATION

____ Blood Stain Card (BSC) ____ None
____ Thumb and index prints ____ Finger prints ____ None
____ SME wrist band placed on body _____

DISPOSITION

____ Valuables to Funeral home ____ No valuables
____ Clothing to Funeral home ____ No clothing
____ Evidence to _____
____ Personal Effects form signed
____ Funeral Home called ____ No Funeral Home listed
____ Body Cleaned/Sewn

DECONTAMINATION

____ Morgue Suites Cleaned
____ Instruments Cleaned

CDC/IOSME INFECTIOUS DISEASE PATHOLOGY CONSULT

Iowa Office of the State Medical Examiner

Department of Public Health

2250 S. Ankeny Blvd.

Ankeny, IA 50023-9093

Phone#: 515-725-1400 / FAX#: 515-725-1414

Decedent:

Age/Race/Sex

Case No.: SME

Date:

Brief Clinical Summary:

Pertinent Gross and Histologic Autopsy Findings:

Materials sent:

Paraffin Blocks _____ (Give number and tissues) H & E Slides _____

Unstained Slides _____ Wet Tissues _____ Others _____

Reason for consultation:

Consulting IOSME forensic pathologist (circle):

Goodin Klein McLemore Catellier

Email address: _____@idph.state.ia.us

The paraffin blocks, glass slides and other materials sent in consultation constitute part of the original case record. Please return them to the IOSME when diagnostic testing is complete. These materials may not be distributed to other individuals or laboratories without the permission of the IOSME.



IOWA OFFICE OF THE STATE MEDICAL EXAMINER

2250 South Ankeny Blvd. ♦ Ankeny, IA ♦ 515-725-1400 ♦ Fax 515-725-1414

CARDIAC PATHOLOGY CONSULT

**Decedent's Full
Name:** _____

State Case

#: _____ **SME** _____ **Sex:** _____ **Age:** _____

Pathologist: ☐ Goodin ☐ Klein ☐ Catellier ☐ Thompson

Specimen: _____

History: _____

General autopsy findings: _____

Specific aspects of the case to clarify/address: _____

Return Myocardium: ☐ YES ☐ NO

**Histologic Slides
Requested:** ☐ YES ☐ NO

☐ Please call pathologist before ordering special stains (515-725-1400)

Iowa Office of the State Medical Examiner

2250 S. Ankeny Blvd., Ankeny, IA 50023-9093

Phone: 515-725-1400 / FAX: 515-725-1414

Copy Request (Autopsy Report Mail Out list)

State Case #:

County:

Copy to:

Co. ME:

Date
Sent

No. of Photos
sent

Co. Att'y:

Date Sent

No. of Photos sent

Other:

Date Sent

No. of Photos sent

☐ CDRT

Date Sent

☐ FACE

Date Sent

Requesting Agency / Person

Date of Request

Name:

Agency:

Date Sent

or Family / Relationship:

No. of Photos sent

Address:

Phone #:

Requesting Agency / Person	Date of Request
Name:	
Agency:	Date Sent
or Family / Relationship:	<u>No. of Photos</u>
Address:	<u>sent</u>
	Phone #:



BACTERIAL CULTURE REQUISITION
(to Broadlawns)

Name: _____ Case # _____

Date: _____ Pathologist: _____

- ☐ Aerobic Blood Culture Bottle
- ☐ Anaerobic Blood Culture Bottle
- Aerobic Routine Bacterial Swabs (red top, culturette swab)
- ☐ Right Lung
- ☐ Left Lung
- ☐ Spleen
- ☐ Other _____

Anaerobic Routine Bacterial Swabs (black top, culturette swab)

- ☐ Right Lung
- ☐ Left Lung
- ☐ Spleen
- ☐ Other _____
- ☐ AFB Culture Only (sterile container; e.g., red top tube)
- Source _____
- ☐ Stool (O/P) (prepared media such as Protofix)
- ☐ Stool Culture (bacterial) (sterile container; e.g., red top tube)
- ☐ CSF (all in red top tube)

- ☐ Routine Bacterial Culture
- ☐ For Cell Count
- ☐ Gram Stain STAT
- ☐ Latex Agglutination For:
- ☐ H. influenza STAT
- ☐ C. neoformans STAT
- ☐ N. meningitis STAT
- ☐ Strep pneumoniae STAT
- ☐ Strep agalactiae STAT



HISTOLOGY REQUISITION

Name: _____

Case #: _____

Date: _____

Pathologist: Goodin Klein
 Catellier Thompson

Block(s) ☐ _____

Special Stain(s):

- ☐ AFB
- ☐ PAS
- ☐ GMS
- ☐ Alcian Blue
- ☐ Trichrome
- ☐ Elastic
- ☐ Decal
- ☐ _____

Block(s) ☐ _____

Special Stain(s):

- ☐ AFB
- ☐ PAS
- ☐ GMS
- ☐ Alcian Blue
- ☐ Trichrome
- ☐ Elastic
- ☐ Decal
- ☐ _____

Block(s) ☐ _____

Special Stain(s):

- ☐ Recuts
- ☐ Levels x _____
- ☐ Request for Professional

Slides: _____ Cassettes: _____

(Professional Services Consult Request Form Attached)



IOWA OFFICE OF THE STATE MEDICAL EXAMINER

2250 South Ankeny Blvd. ♦ Ankeny, IA ♦ 515-725-1400 ♦ Fax 515-725-1414

VIRAL CULTURE REQUISITION

(to University of IA Hygienic Lab)

Name: _____ Case # _____

Date: _____ Pathologist: _____

Place swab or $\approx$ 1 gram tissue into viral medium (e.g., RPMI) in screw-top plastic tube.

After specimen is collected, place in refrigerator and keep on ice.

Collect in clean but not sterile fashion.

- ☐ Nasopharyngeal Swab (swab goes into media)
- ☐ Small Bowel ($\approx$ 1 gram of bowel)
- ☐ Lung ($\approx$ 1 gram from proximal lung)
- ☐ CSF (red top tube)
- ☐ Heart ($\approx$ 1 gram tissue)
- ☐ Rectum/Stool ($\approx$ 1 gram rectal tissue with $\approx$ 1 gram stool)
- ☐ Other _____

OTHER

DOB
Age
Sex
Height
Weight

Name
Case



CNS												Axial Skeleton												Liver and Biliary Tree											
Scalp												Right A L P 1 P L A A L P 2 P L A A L P 3 P L A A L P 4 P L A A L P 5 P L A A L P 6 P L A A L P 7 P L A A L P 8 P L A A L P 9 P L A A L P 10 P L A A L P 11 P L A A L P 12 P L A Left 												Liver											
Skull																								Gallbladder Biliary Tree											
Brain																								Spleen											
																								Pancreas											
																								Adrenals											
Cervical Spine												Thoracic 1 2 3 4 5 6 7 8 9 10 11 12												Genitourinary System											
1 2 3 4 5 6 7												Lumbar 1 2 3 4 5												R Kidney L Kidney											
Cord												Pelvis												Ureters Bladder											
Neck												Lungs																							
Strap Muscles												Right g Left g												Prostate/Uterus											
Thyroid Cartilage																								Testes/Ovaries/Tubes											
Hyoid Cartilage																								External											
Thyroid												Heart												Gastrointestinal											
Tongue												P M D												Teeth/Oral											
Vessels												L Main LAD Left Circumflex Right												Esophagus											
												LV cm RV cm												Stomach											
Body Cavities												Aorta												Duodenum/Small Bowel											
R Pleural cc												Mesenteric												Colon											
L Pleural cc												Renal												Appendix											
Pericardial cc												SVC/IVC																							
Peritoneal cc																																			
RP cc																																			
Trace:												Blood Vitreous Liver Spleen Urine Gastric Brain Bile Cavity () blood Other												Block Only Sections											

Iowa Office of the State Medical Examiner

2250 S. Ankeny Blvd., Ankeny, IA 50023-9093

Phone# 515-725-1400 / FAX# 515-725-1414

Page ____ of ____

EVIDENCE / CHAIN OF CUSTODY

Name _____ Age/Race/Sex _____ County _____ Date of Death _____	Case# <u>SME</u> Suspects _____ _____ _____
--	---

Item #	Evidence Received	Return to State Medical Examiner's Office	Do NOT return to SME Office
A1		☐	☐
A2		☐	☐
A3		☐	☐
A4		☐	☐
A5		☐	☐
A6		☐	☐
A7		☐	☐
A8		☐	☐
A9		☐	☐
A10		☐	☐
		☐	☐

Chain of Custody

Item#	Printed Name/Agency From	Printed Name/Agency To	Date	Time	Receiver Signature

REPORT TO	SERVICE REQUESTED
Title	
Address	

Receiver of Evidence (Signature) _____



Iowa Office of the State Medical Examiner
Worksheet for
EVIDENCE DISPOSITION AND SPECIMEN COLLECTION

Decedent _____

Case #: _____ SME

Date: _____

EVIDENCE TO BE RETAINED AT IOSME FOR SEVEN YEARS

- | | |
|---|--|
| ☐ Histology (in paraffin)* | ☐ Polaroid* |
| ☐ Microscopic Slides* | ☐ Bloodstain Card* |
| ☐ Digital Photos* | ☐ Thumb/Index Fingerprints* |
| ☐ 35 mm Photographs/Film* | ☐ Major Case Prints* |
| ☐ 35 mm Photographic Slides* | ☐ Footprints* |

EVIDENCE TO BE RETAINED AT IOSME FOR THREE YEARS

- ☐ Tissue Sections*

EVIDENCE TO BE RETAINED AT IOSME FOR ONE YEAR

- | | | | | | |
|---|--|--|-----------------------------------|---|-------------------------------------|
| ☐ Femoral Blood* | ☐ AIT Cup | ☐ Gray Top | ☐ Red Top | ☐ Purple Top | ☐ Tiger Top |
| ☐ Heart Blood* | ☐ Tiger Top | ☐ AIT cup | ☐ Gray Top | ☐ Red Top | ☐ Purple Top |
| ☐ Urine* | ☐ Vitreous Fluid* | ☐ Gastric Contents* | | | |
| ☐ Brain* | ☐ Liver* | ☐ Kidney* | ☐ Bile* | ☐ Skeletal Muscle* | |
| ☐ Other Tissue* | _____ | | | | |

OTHER EVIDENCE COLLECTED

- ☐ X-rays _____
- ☐ Clothing/Personal Effects _____
- ☐ Right Fingernails ☐ Left Fingernails ☐ Buccal Swabs
- ☐ Pulled Scalp Hair ☐ Sexual Assault Kit
- ☐ Projectiles _____
- ☐ Ligature _____
- ☐ Other _____

TOXICOLOGY SPECIMEN(S) TO AIT

- | | | | |
|----------------------------------|-----------------------------------|---------------------------------|--------------------------------------|
| ☐ AIT Cup | ☐ Femoral | ☐ Heart | ☐ Other _____ |
| ☐ Urine | ☐ Vitreous | ☐ Tissue | _____ |

MICROBIOLOGY SPECIMEN(S) TO BLMC/HYGIENIC LABORATORY

- | | | | | |
|--------------------------------------|---|--------------------------------------|--------------------------------------|--|
| ☐ Blood | ☐ Right Lung | ☐ Left Lung | ☐ CSF | ☐ Bronchial Swabs |
| ☐ Spleen Swab | ☐ Small Bowel Tissue | ☐ Lung Tissue | ☐ Other _____ | |

CARBON MONOXIDE TESTING

- | | | |
|--|--------------------------------------|--------------------------------------|
| ☐ Femoral Blood | ☐ Heart Blood | ☐ Other _____ |
| ☐ CO Test Tube | ☐ Purple Top | ☐ Green Top |

METABOLIC SCREENING CARD

- ☐ Card to Mayo Clinic

CONSULT TO IOWA CITY

- | | | |
|--------------------------------|--------------------------------------|-------------------------------|
| ☐ Brain | ☐ Spinal cord | ☐ Eyes |
|--------------------------------|--------------------------------------|-------------------------------|

EVIDENCE TO POLICE/(DCI AGENT _____)

- | | | | |
|--|---|--|---|
| ☐ Clothing | ☐ Sexual Assault Kit | ☐ Scalp Hair | ☐ Pubic Hair |
| ☐ Fingerprints | ☐ Footprints | ☐ Right Fingernails | ☐ Left Fingernails |
| ☐ Projectiles | _____ | | |
| ☐ Personal Effects | _____ | | |
| ☐ Toxicology | _____ | | |
| ☐ 35 mm prints taken by officer | _____ | | |

Iowa State Medical Examiner
2250 S. Ankeny Blvd. Ankeny, Iowa 50023-9093
AUTOPSY INTERNAL EXAMINATION NOTES

NAME: _____

CASE NUMBER: _____ SME _____

BODY CAVITIES
(Fluids/Adhesions)

NOTES

SUBDURAL: _____

EPIDURAL: _____

PERICARDIAL: _____

RT. PLEURAL: _____

LT. PLEURAL: _____

PERITONEAL: _____

ORGAN WEIGHTS/DESCRIPTIONS

BRAIN: _____

HEART: _____

RT. LUNG: _____

LT. LUNG: _____

LIVER: _____

SPLEEN: _____

RT. KIDNEY: _____

LT. KIDNEY: _____

APPENDIX: _____

STOMACH CONTENTS: _____

BLADDER CONTENTS: _____

THYMUS: _____



Iowa Office of the State Medical Examiner

Department of Public Health

2250 S. Ankeny Blvd.

Ankeny, IA 50023-9093

Phone: 515-725-1400 FAX: 515-725-1414

INVESTIGATION CASE FOLLOW UP FORM

CASE NUMBER _____ **DATE** _____ **ORIGINATING INVESTIGATOR** _____

NAME OF DECEDENT _____

ACTION NEEDED:

- | | |
|--|--|
| ____ Locate Next of Kin | ____ Cremation Permit |
| ____ Notify Next of Kin | ____ Scene Photographs |
| ____ Prior Medical History/Records | ____ Inventory Medication/Complete Med Log |
| ____ Signer for Death Certificate | ____ Take Finger/Foot Prints |
| ____ Funeral Home | ____ Need Dental Records |
| ____ Law Enforcement Follow-up/Reports | ____ Submit Evidence to DCI Crime Lab |
| ____ Decedent Background | ____ Other _____ |
| ____ Home/Scene Inspection | |

PRELIMINARY AUTOPSY RESULTS TO CME PERSONNEL:

Date/Time Contacted	CME Personnel	Investigator	Details
------------------------	---------------	--------------	---------

ACTION COMPLETED:

Date/Time	Investigator	Details
-----------	--------------	---------

THIS DOES NOT REPLACE A SUPPLEMENTAL REPORT.

MEDICAL EXAMINER'S OFFICE NEUROPATHOLOGY CONSULTATION

DEPARTMENT OF PATHOLOGY
UNIVERSITY OF IOWA HOSPITALS AND CLINICS

M.E. AUTOPSY #: _____

NAME: _____

DATE OF BIRTH: _____ SEX (circle): M F

DATE AND TIME OF DEATH:

DATE AND TIME OF AUTOPSY:

REFERRING PATHOLOGIST (circle): Goodin Klein Catellier Thompson

MEDICAL EXAMINER'S OFFICE (circle): Iowa State ME Polk County

TELEPHONE NUMBER: _____ FAX NUMBER: _____

HISTORY:

General AUTOPSY FINDINGS (both CNS and non-CNS findings):

FRESH BRAIN WEIGHT: _____ gm

MATERIAL SUBMITTED (circle): Brain Spinal Cord Photographs Other: _____

Eyes Vit aspirated: ☐ Yes ☐ No

Injected: ☐ Yes ☐ No

If injected, with: _____

☐ PLEASE CALL PATHOLOGIST BEFORE ORDERING SPECIAL STAINS.

PHONE #: _____

SPECIFIC ASPECTS OF THE CASE YOU WISH TO CLARIFY/ADDRESS:



IOWA OFFICE OF THE STATE MEDICAL EXAMINER

2250 South Ankeny Blvd. ♦ Ankeny, IA ♦ 515-725-1400 ♦ Fax 515-725-1414

LOG FOR IOWA STATE MEDICAL EXAMINER

Processed Blocks

Date	Case #	Name	# of Blocks Received	Comments	Date Sent Back	Tech

Total # Blocks Billed

Recut Blocks

Date	Case #	Name	# of Blocks Received	# of Recuts Requested	# of Billed Recuts	Date Sent Back	Tech

Total

Special Stains

Date	Case #	Name	# of Blocks Received	Stains Requested	# of Billed Stains	Date Sent Back	Tech

Total



IOWA OFFICE OF THE STATE MEDICAL EXAMINER

2250 South Ankeny Blvd. ♦ Ankeny, IA ♦ 515-725-1400 ♦ Fax 515-725-1414

PATHOLOGY CONSULT

**Decedent's Full
Name:** _____

State Case

#: _____ **SME** _____ **Sex:** _____ **Age:** _____

Pathologist: ☐ Goodin ☐ Klein ☐ Catellier ☐ Thompson

Specimen: _____

History: _____

General autopsy findings: _____

Specific aspects of the case to clarify/address: _____

☐ **Please call pathologist before ordering special stains (515-725-1400)**



Iowa Office of the State Medical Examiner
2250 S. Ankeny Blvd., Ankeny, IA 50023-9093

POST-MORTEM EXAMINATION NOTES

Name: _____	State Case # _____ SME _____
Age/Race/Sex: _____ DOB: _____	County: _____
SME Investigator: _____	Date: _____ Time: _____
Investigating Agency: _____	Pathologist: _____
Investigator(s): _____	Autopsy Tech(s): _____
Investigating Agency Case #: _____	Officer(s)/Others Present: _____

Clothing: _____

Personal Effects: _____

Evidence of Medical Therapy: _____

Identifying features:

Height _____ inches

Weight _____ lbs.

Scalp Hair _____

Facial Hair _____

Eye Color _____

Pupils R _____ /L _____

Teeth _____

Body Temp ☐ Warm ☐ Cool ☐ Cold

Rigor Mortis _____

Livor Mortis _____

Certification:

Cause of Death _____

Due to _____

Other Significantly Contributory _____

How Injury Occurred _____

Manner _____

Autopsy? ☐ Yes ☐ No

IF PENDING, REASON AND PERTINENT FINDINGS:

☐ Toxicology ☐ Histology ☐ Microbiology ☐ Med Records ☐ Investigation ☐ Other _____

FINDING

S: _____

Preliminary Findings



Iowa Office of the State Medical Examiner
2250 South Ankeny Blvd., Ankeny, IA 50023-9093
Office: 515-725-1400 / FAX 515-725-1414

Date Sent: 6/9/2011

Case # 11SME

County Case # - -

SME Investigator:

NOTICE:

The findings presented below are **not** final and shall be considered **PRELIMINARY** diagnoses only. The cause and/or manner of death as stated may change following receipt of toxicological and/or microbiology analysis reports, investigative reports, medical records, examination of histology slides, and/or other testing as requested by the pathologist. The cause and manner of death listed herein shall **NOT** be used as a basis for completing a death certificate.

Sent to:

[]

DOB:

Name of Decedent [First / Middle / Last -- Age / Race / Sex]

Usual Address

Pronounced Dead (Where)

/
Date / Time

Incident Occurred (Where)

/
Date / Time

Cause of Death:

Due to:

Other Significantly Contributory:

Manner of Death:

How Injury Occurred:

IF PENDING, REASON:

☐ Toxicology ☐ Histology ☐ Microbiology ☐ Med Records ☐ Investigation ☐ Other _____

LIST PERTINENT FINDINGS:

ch

Julia C. Goodin, MD

Error! Unknown op code for conditional.



Iowa Office of the State Medical Examiner

Quality Assurance Postmortem Examination Report Form

Date of Review _____ Pathologist performing autopsy _____

Case No. _____ Reviewed by _____

Manner of Death _____

1. Adequate history of scene description? YES NO
2. Means of identification? _____ Appropriate for case? YES NO
3. External examination provides adequate description of:
 - A. Clothing YES NO
 - B. Medical therapy YES NO
 - C. Body YES NO
 - D. External injuries YES NO
4. Visual documentation adequate?
 - A. Diagrams YES NO
 - B. Photographs YES NO
5. Internal examination provides adequate description of:
 - A. Organ Systems YES NO
 - B. Internal Injuries YES NO
6. Ancillary studies appropriate given history and postmortem findings?
 - A. Radiographs YES NO N/A
 - B. Toxicology YES NO N/A
 - C. Chemistry YES NO N/A
 - D. Cultures YES NO N/A
 - E. Other (e.g., rape kit, trace evidence) YES NO N/A
7. Report:
 - A. Conclusions consistent with history and findings YES NO
 - B. Conclusions clearly expressed YES NO
 - C. Completed in a timely manner YES NO
 - D. Reports of ancillary studies in file (if applicable) YES NO
 - E. File appropriately organized and complete? YES NO
8. Reviewers comments:



Iowa Office of the State Medical Examiner

Department of Public Health
2250 S. Ankeny Blvd.
Ankeny, IA 50023-9093
Phone: 515-725-1400 FAX: 515-725-1414

SUPPLEMENTAL ME-1

Date: _____

To: Iowa Office of the State Medical Examiner

**PLEASE RECORD THE FOLLOWING CHANGE/S TO THE ORIGINAL ME-1 FOR THE BELOW INDIVIDUAL
(required information as reported on original ME-1)**

Name: _____

Date of Death: _____

County: _____

County Case ID: _____

**Please check the box/es where supplemental or additional information is being reported. Fill in ONLY
the fields that you want changed or added to the original ME-1 submitted.**

DECEDENT/ADDRESS/COUNTY

- ☐ Name _____
- ☐ Address/County _____ / _____
- ☐ County Assigned Case Number _____

INFORMATION ABOUT DECEDENT AND DESCRIPTION OF BODY

- ☐ Date of Birth _____
- ☐ Marital Status ☐ Married ☐ Never Married ☐ Widowed ☐ Divorced ☐ Separated ☐ Unknown
- ☐ Race ☐ White ☐ Black ☐ Hispanic ☐ Asian ☐ Other
- ☐ Sex ☐ Male ☐ Female ☐ Undetermined
- ☐ Other _____

INFORMATION ABOUT OCCURRENCE

- ☐ Injury or Onset of Illness _____
- ☐ Last Seen Alive _____
- ☐ Found Dead _____
- ☐ Witnesses _____
- ☐ Type of Premises _____
- ☐ On the Job? ☐ Yes ☐ No _____
- ☐ Other _____

MEANS OF DEATH (Agency or Object) – IF OTHER THAN NATURAL

IF MOTOR VEHICLE INVOLVED

- | | | | |
|---|---|--|--|
| ☐ Driver [if known] | ☐ Lap Belt Used | ☐ Hit-Run | ☐ Passenger Car |
| ☐ Passenger [if known] | ☐ Shoulder Belt Used | ☐ Non-Highway _____ | ☐ Truck |
| ☐ Pedestrian | ☐ Crash Helmet Worn | | ☐ Motorcycle |
| ☐ Other _____ | ☐ Child Restraint | | ☐ Motorbike |
| | ☐ Air Bag Deployed | | ☐ Farm Vehicle |
| | | | ☐ Other _____ |

IF GUN

- ☐ Rifle – Caliber _____ ☐ Handgun – Caliber _____ ☐ Shotgun – Gauge _____ ☐ Unknown Type

This image shows a single sheet of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Signature _____

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AIT TOXICOLOGY

Iowa Office of the State Medical Examiner

Department of Public Health

2250 S. Ankeny Blvd.

Ankeny, IA 50023-9093

Phone: 515-725-1400 FAX: 515-725-1414

Case No.: SME
Decedent: _____
Date: _____

Date of Death: _____
Age: _____
Investigator: _____

NOTE: If only organ or other tissue is submitted, a comprehensive drug panel must be ordered.

TEST(S) REQUESTED

- | | | |
|---|--|--------------------------------------|
| ☐ Comprehensive Drug Panel | ☐ Carbon Monoxide | ☐ Hepatitis B |
| ☐ Drugs of Abuse Panel | ☐ Vitreous Electrolyte Panel | ☐ Hepatitis C |
| ☐ Alcohol Panel | ☐ Trace Substance Panel (Pills/Syringes/Etc.) | ☐ HIV |

Other tests/drugs to be included: _____

SPECIMENS TO BE SENT

- | | |
|---|--|
| ☐ Femoral blood | ☐ Heart blood |
| ☐ Urine | ☐ Vitreous |
| ☐ Gastric contents | ☐ Chest cavity blood (indicate right or left) _____ |
| ☐ Bile | ☐ Antemortem . |

Tissue (please list tissue type/s): _____

BRIEF HISTORY AND MEDICATIONS LIST

Pathologist: _____ Date: _____

Comprehensive Toxicology Profile

Stimulants	Narcotics	Neuroleptics/Anxiolytics	Sedative/Hypnotics	Miscellaneous
Amphetamine	Acetaminophen	Alprazolam	Amobarbital	Atenolol
Benzoyllecgonine	Codeine	Amitriptyline	Butabarbital	Atropine
Cocaethylene	Dihydrocodeine	Bupropion	Butalbital	Brompheniramine
Cocaine/Cocaine Metabolites	Fentanyl	Chlordiazepoxide	Carisoprodol	Carbamazepine
Ecgonine Methyl Ester	Hydrocodone	Chlorpromazine	Chloral Hydrate	Carboxy-THC
Ephedrine	Hydromorphone	Citalopram	Doxylamine	Chlorpheniramine
MDA	Ibuprofen	Clomipramine	Glutethimide	Cimetidine
MDEA	Meperidine	Clonazepam	Hydroxyzine	Clonidine
MDMA	Methadone	Clorazepate	Mephobarbital	Cyclobenzparine
Methamphetamine	Morphine	Desmethylcitalopram	Meprobamate	Dextromethorphan
Methylphenidate	Naproxen	Desmethylclomipramine	Methaqualone	Diphenhydramine
Paramethoxyamphetamine	Normeperidine	Desmethyldiazepam	Methocarbamol	Ethosuximide
Phentermine	Norpropoxyphene	Desmethyldoxepin	Methylprylon	Guaifenesin
Phenylpropanolamine	Oxycodone	Desmethyldoxetidine	Pentobarbital	Ketamine
Pseudoephedrine	Pentazocine	Desmethylsertraline	Phenobarbital	Lidocaine
	Propoxyphene	Diazepam	Phenytoin	Metaxalone
	Remifentanyl	Diltiazem	Primidone	Metoprolol
	Salicylate	Doxepin	Secobarbital	Phencyclidine
	Sufentanyl	Flunitrazepam	Talbutal	Phenmetrazine
	6-acetylmorphine	Fluoxetine	Thiopental	Perphenazine
	Tramadol	Fluphenazine	Tybamate	Procaine
		Flurazepam	Zolpiden	Propanalol
				Propofol
				Ranitidine
				THC (blood only)
				Theophylline
				Topiramate
				Trihexyphenidyl
				Valproic Acid
				Venlafaxine
				Verapamil

Targeted Toxicology Profile

Stimulants	Narcotics/Analgesics	Neuroleptics/Anxiolytics	Sedative/Hypnotics	Miscellaneous
Amphetamine	Acetaminophen	Alprazolam	Amobarbital	Carbamazepine
Benzoyllecgonine	Codeine	Amitriptyline	Butabarbital	Carboxy-THC
Cocaethylene	Dihydrocodeine	Chlordiazepoxide	Butalbital	Ethanol
Cocaine/Cocaine Metabolites	Heroin Metabolites	Chlorpromazine	Mephobarbital	Phencyclidine
Ecgonine Methyl Ester	Hydrocodone	Clomipramine	Phenobarbital	Valproic Acid
Ephedrine	Hydromorphone	Clonazepam	Phenytoin	
MDA	Methadone	Clorazepate	Secobarbital	
MDEA	Morphine	Desmethylclomipramine		
MDMA	Norpropoxyphene	Desmethyldiazepam		
Methamphetamine	Oxycodone	Diazepam		
Paramethoxyamphetamine	Propoxyphene	Flunitrazepam		
Phentermine	Salicylate	Fluphenazine		
Phenylpropanolamine	6-acetylmorphine	Flurazepam		
Pseudoephedrine		Imipramine		
		Lorazepam		
		Mesoridazine		
		Nortriptyline		
		Oxazepam		
		Prazepam		
		Promethazine		
		Temazepam		
		Thioridazine		
		Triazolam		
		Trimipramine		

Attachment 9

List of Current Fields/Definitions

ID	Field Requirement	Field Description
1.0	Decedent	
1.1	First Name	
1.2	Middle Name	
1.3	Last Name	
2.0	Decedent Address	
2.1	Address #1	
2.2	Address #2	
2.3	City	
2.4	State	Ability to select from list
2.5	County	
3.0	Date of Receipt	xx/xx/xxxx Date received by IOSME
4.0	Received By	Ability to select from list of IOSME personnel
5.0	County Case Number	alpha/numeric characters xx-xx-xxxx
6.0	Decedent Age	Years/Months if under two -
7.0	Decedent Date of Birth	xx/xx/xxxx
8.0	Marital Status	Ability to select from list
8.1	Married	
8.2	Common Law Married	
8.3	Never Married	
8.4	Widowed	
8.5	Divorced	
8.6	Legally Separated	
8.7	Unknown	
9.0	Race	Ability to select from list
9.1	White/Caucasion	
9.2	Black	
9.3	Hispanic	
9.4	Asian	
9.5	Other	
10.0	Sex	Ability to select from list
10.1	Male	
10.2	Female	
10.3	Undetermined	
11.0	Head/Hair	Ability to select from list
11.1	None	
11.2	Partly Bald	
11.3	Blonde	
11.4	Brown	
11.5	Red	
11.6	Black	
11.7	Grey	
11.8	White	
12.0	Other Hair	Ability to select from list
12.1	Mustache	
12.2	Beard	
12.3	Goatee	

12.4	Stubble	
12.5	Clean Shaven	
13.0	Clothing	Ability to select from list
13.1	Clothed	
13.2	Partly Clothed	
13.3	Unclothed	
14.0	Eyes	
14.1	Color	Ability to select from list
14.1.1	Blue	
14.1.2	Brown	
14.1.3	Green	
14.1.4	Hazel	
14.2	Right mm	
14.3	Left mm	
15.0	Weight	Pounds
16.0	Height	Inches
17.0	Body Temperature	Ability to select from list
17.1	Warm	
17.2	Cool	
17.3	Cold	
18.0	Rigor	Ability to select from list
18.1	Full	
18.2	Partial	
18.3	None	
19.0	Livor	Ability to select from list
19.1	Fixed	
19.1.2	Unfixed	
19.2	Color	Ability to select from list
19.2.1	Purple	
19.2.2	Red	
19.2.3	Pink	
19.2.4	N/A	
19.3	Location	Ability to select from list
19.3.1	Anterior	
19.3.2	Posterior	
19.3.3	Lateral Right	
19.3.4	Lateral Left	
20.0	Decomposition	Ability to select from list
20.1	Bloating	
20.2	Skin Discoloration	
20.3	Purge	
20.4	N/A	
21.0	Death on the Job	Ability to select from list
21.1	Yes	
21.2	No	
22.0	Occupation	Ability to select from list
22.1	Type of Work	
22.1.1	Free Form Notes	Free Form Notes
22.2	Industry	
22.2.1	Free Form Notes	Free Form Notes
22.3	No Occupational Information	
23.0	History of Domestic Violence	Ability to select from list

23.1	Suspected	
23.2	Not Suspected	
24.0	Initial Injury/Illness	
24.1	Date	xx/xx/xxxx
24.2	Time	Military
24.3	Location	
24.3.1	Address #1	
24.3.2	Address #2	
24.3.3	City	
24.3.4	State	Ability to select from list
24.3.5	County	
24.4	Type of Premises	Ability to select from list
24.4.1	Residential	
24.4.2	Street	
24.4.3	Hospital	
24.4.4	Body of Water	
24.4.5	Other	
24.5	No preceding Event	Check Box
25.0	Last Seen Alive	
25.1	Date	xx/xx/xxxx
25.2	Time	Military
25.3	By Whom	
25.3.1	First Name	
25.3.2	Last Name	
25.3.3	Address #1	
25.3.4	Address #2	
25.3.5	City	
25.3.6	State	Ability to select from list
25.3.7	County	
25.4	Type of Premises	Free Form Notes
25.5	Unknown	Check Box
26.0	Found Dead By	
26.1	Date	xx/xx/xxxx
26.2	Time	Military
26.2.1	First Name	
26.2.2	Last Name	
26.2.3	Address #1	
26.2.4	Address #2	
26.2.5	City	
26.2.6	State	Ability to select from list
26.2.7	County	
26.3	Type of Premises	
27.0	Death Pronounced	
27.1	Date	xx/xx/xxxx
27.2	Time	Military
27.3	By Whom	
27.3.1	First Name	
27.3.2	Last Name	
27.3.3	Address #1	
27.3.4	Address #2	
27.3.5	City	Ability to select from list
27.3.6	State	

27.3.7	County	
27.4	Type of Premises	
28.0	Police Notified	Ability to select from list
28.1	Yes	
28.1.1	Date	xx/xx/xxxx
28.1.2	Time	Military
28.1.3	Police Agency	
28.1.4	Officer	
28.1.5	Officer First Name	
28.1.6	Officer Last Name	
28.1.7	Officer Title	
28.2	No	
29.0	Medical Examiner Notified	Ability to select from list
29.1	Yes	
29.1.1	Date	xx/xx/xxxx
29.1.2	Time	Military
29.1.3	By Whom	
29.1.3.1	First Name	
29.1.3.2	Last Name	
29.1.3.3	Address #1	
29.1.3.4	Address #2	
29.1.3.5	City	
29.1.3.6	State	Ability to select from list
29.1.3.7	County	
29.1.3.8	Contact #	xxx-xxx-xxxx
29.1.4	Type of Premises	
29.1.5	View of Body	Ability to select from list
29.1.5.1	Yes	Check Box
29.1.5.1.1	Date	xx/xx/xxxx
29.1.5.1.2	Time	Military
29.1.5.2	Not Viewed	Check Box
29.2	No	
30.0	Biological Sample Drawn	Ability to select from list
30.1	Yes	
30.1.1	Blood	
30.1.2	Urine	
30.1.3	Vitreous	
30.2	No	
31.0	Identification of the Body	Ability to select from list
31.1	Yes	Ability to select from list
31.1.1	Preliminary	
31.1.2	Positive	
31.1.3	Method	
31.1.4	Viewed By	
31.1.4.1	First Name	
31.1.4.2	Last Name	
31.1.4.3	Address #1	
31.1.4.4	Address #2	
31.1.4.5	City	Ability to select from list
31.1.4.6	State	
31.1.4.7	County	
31.1.4.8	Contact #	xxx-xxx-xxxx

31.1.4.9	Relationship to Body	Ability to select from list
31.1.4.9.1	Spouse	
31.1.4.9.2	Family Member	
31.1.4.9.3	Friend	
31.1.4.9.4	Other	Free Form Notes
31.2	No	
32.0	Next of Kin	Ability to select from list
32.1	Known	
32.1.1	First Name	
32.1.2	Last Name	
32.1.3	Address #1	
32.1.4	Address #2	
32.1.5	City	
32.1.6	State	Ability to select from list
32.1.7	County	
32.1.8	Contact #	xxx-xxx-xxxx
32.2	Unknown	
33.0	Funeral Home	Ability to select from list
33.1	Known	
33.1.2	Name	
33.1.3	Address #1	
33.1.4	Address #2	
33.1.5	City	
33.1.6	State	Ability to select from list
33.1.7	County	
33.1.8	Contact #	xxx-xxx-xxxx
33.2	Unknown	
34.0	Manner of Death	Ability to select from list
34.1	Natural	Ability to select from list
34.2	Homicide	Ability to select from list
34.3	Accident	Ability to select from list
34.4	Suicide	Ability to select from list
34.5	Undetermined	Ability to select from list
34.6	Pending	
34.6.1	Reason	Ability to select from list
35.0	Autopsy	Ability to select from list
35.1	Yes	Ability to select from list
35.1.1	IOSME	
35.1.2	Other	
35.1.2.1	Name of Institution	Free Form Notes
35.2	No	
36.0	Probable Cause of Death	
36.1	Free Form Notes	
36.2	Pending Autopsy	
37.0	Means of Death	Ability to select from list
37.1	Motor Vehicle	
37.1.1	Yes	Ability to select from list
37.1.1.1	Type of Accident	Ability to select from list
37.1.1.1.1	Single MVC	
37.1.1.1.2	Multiple MVC	
37.1.1.1.2.1	# Vehicles	
37.1.1.1.3	Hit and Run	

37.1.1.2	Decedent's Vehicle	Ability to select from list
37.1.1.2.1	Passenger Car	
37.1.1.2.2	Truck	
37.1.1.2.3	Motorcycle	
37.1.1.2.4	Motorbike	
37.1.1.2.5	Farm Vehicle	
37.1.1.2.6	Other	
37.1.1.3	Position Found	Ability to select from list
37.1.1.3.1	Driver Seat	
37.1.1.3.2	Front Passenger Seat	
37.1.1.3.3	Rear Seat	
37.1.1.3.4	Ejected	
37.1.1.3.5	Pinned Under Vehicle	
37.1.1.4	Original Position	Ability to select from list
37.1.1.4.1	Driver Seat	
37.1.1.4.2	Passenger Car	
37.1.1.4.3	Pedestrian	
37.1.1.4.4	Other	
37.1.1.5	Restraints	Ability to select from list
37.1.1.5.1	Lap Belt Used	
37.1.1.5.2	Shoulder Belt Used	
37.1.1.5.3	Crash Helmet Worn	
37.1.1.5.4	Child Restraint Air Bag	
	Deployed	
37.1.2	No	
37.2	Weapon	Ability to select from list
37.2.1	Yes	Ability to select from list
37.2.1.1	Firearm	Ability to select from list
37.2.1.1.1	Rifle	
37.2.1.1.1.1	Caliber	
37.2.1.1.2	Handgun	
37.2.1.1.2.1	Caliber	
37.2.1.1.3	Shotgun	
37.2.1.1.3.1	Caliber	
37.2.1.1.4	Unknown	
37.2.2	No	
37.3	Drug, Poison, Chemical Suspeted	Ability to select from list
37.3.1	Yes	Ability to select from list
37.3.1.1	Suspected Drugs/Poison	Free Form Notes
37.3.1.2	Route of Poisoning	
37.3.1.2.1	Ingested	
37.3.1.2.2	Other	Free Form Notes
37.3.1.3	Position Found	Free Form Notes
37.3.2	No	
38.0	Medical History	Ability to select from list (To Be Determined)
39.0	Primary Care Physician	Ability to select from list
39.1	Known	
39.1.1	Dr. First Name	
39.1.2	Dr. Last Name	
39.1.3	Address #1	
39.1.4	Address #2	

39.1.5	City	
39.1.6	State	
39.1.7	County	
39.1.8	Contact #	XXX-XXX-XXXX
39.2	Unknown	
40.0	Emergency Medical History	
40.1	Known	
40.1.1	Dr. First Name	
40.1.2	Dr. Last Name	
40.1.3	Where Treated	
40.2	Unknown	
41.0	Medications	Ability to select from list (To Be Determined)
41.1	Medication Drop Down List	
41.2	Unknown	
42.0	Narrative Summary of Circumstances Surrounding Death	Free Form Notes
43.0	Iowa Donor Network Referral	Ability to select from list
43.1	Yes	
43.2	No	
44.0	IOSME Pathologist Reviewed/Approved	Check Box
45.0	Jurisdiction Declined	Check Box
46.0	Child/Infant Death-Mother	Ability to select from list
46.1	Known	
46.1.1	First Name	
46.1.2	Last Name	
46.1.3	Address #1	
46.1.4	Address #2	
46.1.5	City	
46.1.6	State	
46.1.7	County	
46.1.8	Date of Birth	
46.1.9	Other States Where Resided	Ability to select from list
46.1.10	Smoker	
46.1.10.1	Yes	
46.1.10.2	No	
46.1.10.3	Unknown	
46.1.11	Evidence of Substance Abuse	
46.1.11.1	Yes	
46.1.11.2	No	
46.1.11.3	Unknown	
46.2	Unknown	
47.0	Child/Infant Death-Father	Ability to select from list
47.1	Known	
47.1.1	First Name	
47.1.2	Last Name	
47.1.3	Address #1	
47.1.4	Address #2	
47.1.5	City	
47.1.6	State	
47.1.7	County	
47.1.8	Date of Birth	

47.1.9	Other States Where Resided	
47.1.10	Smoker	
47.1.10.1	Yes	
47.1.10.2	No	
47.1.10.3	Unknown	
47.1.11	Evidence of Substance Abuse	
47.1.11.1	Yes	
47.1.11.2	No	
47.1.11.3	Unknown	
47.2	Unknown	
48.0	Child/Infant Death-Caregiver	
48.1	Known	
48.1.1	First Name	
48.1.2	Last Name	
48.1.3	Address #1	
48.1.4	Address #2	
48.1.5	City	
48.1.6	State	
48.1.7	County	
48.1.8	Date of Birth	
48.1.9	Other States Where Resided	
48.1.10	Relationship to Decedent	
48.1.11	How Long Cared for Child	
48.1.12	Smoker	
48.1.12.1	Yes	
48.1.12.2	No	
48.1.12.3	Unknown	
48.1.13	Evidence of Substance Abuse	
48.1.13.1	Yes	
48.1.13.2	No	
48.1.13.3	Unknown	
48.2	Unknown	
49.0	Child/Infant Death - Other Persons in Residence When Child was Found	Allow for multiple entries
49.1	Known	
49.1.1	First Name	
49.1.2	Last Name	
49.1.3	Address #1	
49.1.4	Address #2	
49.1.5	City	
49.1.6	State	
49.1.7	County	
49.1.8	Date of Birth	
49.1.9	Relationship to Decedent	
49.1.10	Smoker	
49.1.10.1	Yes	
49.1.10.2	No	
49.1.10.3	Unknown	
49.2	Unknown	
49.3	None	
50.0	Child/Infant Death - Position at Time of Death	
50.1	Who Found Child	Ability to select from list

50.1.1	Parent	
50.1.2	Sitter	
50.1.3	Other	Free Form Notes
50.2	Where Was the Child Found	Free Form Notes
50.3	Was the Child Moved from Original Location	Ability to select from list
50.3.1	Yes	
50.3.1.1	First Name	
50.3.1.2	Last Name	
50.3.2	No	
50.4	In what Position was the Child Found by Care Provider	
50.4.1	Face Up	
50.4.2	Face Down	
50.4.3	On Side	
50.4.4	Other	
50.5	Was the Child Sleeping with Someone Else	
50.5.1	Yes	
50.5.1.1	First Name	
50.5.1.2	Last Name	
50.5.1.3	Usual Sleeping Arrangement	Ability to select from list
50.5.1.3.1	Yes	
50.5.1.3.2	No	
50.5.2	No	
50.6	In what Condition was the Child Found	Ability to select from list
50.6.1	Warm	
50.6.2	Cold	
50.6.3	Mottled	
50.6.4	Other	Free Form Notes
51.0	Child/Infant Death Clothing	Free Form Notes
52.0	Child/Infant Death Bedding	
52.1	Bed Type where Child was Found	
52.1.1	Crib	
52.1.2	Adult Bed	
52.1.3	Waterbed	
52.1.4	Sofa	
52.1.5	Other	Free Form Notes
52.1.6	N/A	
52.2	Bedding Type	
52.2.1	Baby Blankets	
52.2.2	Adult Blankets	
52.2.3	Pillows	
52.2.4	Other	Free Form Notes
53.0	Child/Infant Death Home Where Found	
53.1	Known	
53.1.1	Type of Home	Ability to select from list
53.1.1.1	Apartment	
53.1.1.2	Single Family	
53.1.1.3	Mobile	
53.1.1.4	Other	Free Form Notes
53.1.2	Condition of Home	Ability to select from list
53.1.2.1	Clean	
53.1.2.2	Orderly	

53.1.2.3	Untidy	
53.1.2.4	Dirty	
53.1.2.5	Other	
53.1.3	Presence/Evidence of Tobacco Smoke	Ability to select from list
53.1.3.1	Yes	
53.1.3.2	No	
53.1.4	Presence/Evidence of Drugs	Ability to select from list
53.1.4.1	Yes	
53.1.4.2	No	
53.1.5	Presence/Evidence of Alcohol	Ability to select from list
53.1.5.1	Yes	
53.1.5.2	No	
53.1.6	Presence/Evidence of Domestic Violence	Ability to select from list
53.1.6.1	Yes	
53.1.6.2	No	
53.1.7	Temperature of Home	Ability to select from list
53.1.7.1	Degrees	
53.1.7.2	Unknown	
53.1.7.3	Describe Heating/Cooling	Free Form Notes
53.2	Unknown	
54.0	Child/Infant Death Feeding History	
54.1	When did Child Last Eat	
54.1.1	Date	xx/xx/xxxx
54.1.2	Time	Military
54.2	What did the Child Last Eat	Free Form Notes
54.3	Who Fed Child Last	
54.3.1	First Name	
54.3.2	Last Name	
54.4	Who Prepared Food	
54.4.1	First Name	
54.4.2	Last Name	
54.5	Describe Normal Dietary Habits	Free Form Notes
55.0	Child/Infant Death Recent Illness or Injury	
55.1	Child History (fever, vomiting, neurological abnormalities, etc.)	Free Form Notes
55.2	Recent Injuries (bruises, cuts, head injury)	Free Form Notes
55.3	Recent Visit to Physician	
55.3.1	Date	xx/xx/xxxx
55.3.2	Dr. First Name	
55.3.3	Dr. Last Name	
55.3.4	Why	Free Form Notes
55.4	Public Services Used by Family	Ability to select multiple agencies
55.4.1	WIC	
55.4.2	Medicaid	
55.4.3	DHS	
56.0	Child/Infant Death Health Information	
56.1	Medications	Ability to select from list (To Be Determined)
56.2	Allergies	Ability to select from list (To Be Determined)
56.3	Birth Defects	Ability to select from list (To Be Determined)
56.4	Primary Care Physician	

56.4.1	Dr. First Name	
56.4.2	Dr. Last Name	
56.5	History of Genetic/Inheritable Disease Processes in Family	Ability to select from list
56.5.1	Yes	
56.5.2	No	
56.6	Immunizations Current	Ability to select from list
56.6.1	Yes	
56.6.1.1	Date	
56.6.1.2	Type of Immunization	Ability to select from list (To Be Determined)
56.6.2	No	
56.7	Does the Child use any Home Monitors	Ability to select from list
56.7.1	Yes	Ability to select from list
56.7.1.1	In use at time of death	Ability to select from list
56.7.1.1.2	Yes	
56.7.1.1.3	No	
56.7.2	No	
56.8	Anyone Else in Household or Other Contacts Recently Ill	Ability to select from list
56.8.1	Yes	
56.8.2	No	
57.0	Child/Infant Death Birth Information	Ability to select from list
57.1	N/A	
57.2	Unknown	
57.3	Known	
57.3.1	Birth Weight	
57.3.2	Birth Length	
57.3.3	Birth Order	
57.3.4	Neonatal Complication	Ability to select from list
57.3.4.1	Yes	
57.3.4.1.1	Multiple Birth	Ability to select from list
57.3.4.1.1.1	Yes	Ability to select from list
57.3.4.1.1.1.1	Twin	
57.3.4.1.1.1.2	Triplet	
57.3.4.1.1.1.3	Other	
57.3.4.1.1.2	No	
57.3.4.1.2	Was Child Full Term	Ability to select from list
57.3.4.1.2.1	Yes	
57.3.4.1.2.2	No	
57.3.4.1.3	Gestational Age	
57.3.4.1.4	Any illness or Complications During Pregnancy	Ability to select from list
57.3.4.1.4.1	Yes	
57.3.4.1.4.1.1	What Type?	
57.3.4.1.4.2	No	
57.3.4.1.5	Any Risk Factors During Pregnancy (alcohol, drugs, tobacco)	Ability to select from list
57.3.4.1.5.1	Yes	
57.3.4.1.5.1.1	What Type?	
57.3.4.1.5.2	No	
57.3.4.2	No	

58.0	Child/Infant Death Resuscitation	
58.1	Was Basic Life Support Started	Ability to select from list
58.1.1	Yes	
58.1.1.1	Agency Information	
58.1.1.2	Agency Name	
58.1.1.3	Agency Contact	
58.1.1.4	First Name	
58.1.1.5	Last Name	
58.1.2	No	
58.1.3	Unknown	
59.0	Child/Infant Death Scene Documentation	
59.1	Photos Taken at the Scene	
59.1.1	Yes	
59.1.2	No	
59.2	Video of Death Scene Taken	
59.2.1	Yes	
59.2.2	No	
59.3	Property Seized	
59.3.1	Yes	
59.3.1.1	What	
59.3.1.2	What Agency Seized the Property	
59.3.2	No	
60.0	Child/Infant Death Person Completing Form	
60.1	First Name	
60.2	Last Name	
60.3	Agency	
60.4	Contact #	xxx-xxx-xxxx
60.5	Fax #	xxx-xxx-xxxx
60.6	Signature?	
60.7	Date Completed	xx/xx/xxxx
61.0	Teenager Death - Mother	See Requirement #46
62.0	Teenager Death - Father	See Requirement #47
63.0	Teenager Death - Caregiver	See Requirement #48
64.0	Teenager Death - Caregiver Issues	
64.1	Domestic Violence	
64.2	Substance Abuse	
64.3	Mental Illness	
64.5	Perpetrator	
64.6	Other	
64.7	None Known at this Time	
65.0	Teenager Death Recent Illness or Injury	See Requirement #55
65.1	Child History (fever, vomiting, neurological abnormalities, etc.)	
65.2	Recent Injuries (bruises, cuts, head injury)	
65.3	Recent Visit to Physician	
65.3.1	Date	
65.3.2	Dr. First Name	
65.3.3	Dr. Last Name	
65.3.4	Why	
65.4	Public Services Used by Family	
65.4.1	WIC	
65.4.2	Medicaid	

65.4.3	DHS	
66.0	Teenager Death Health Information	See Requirement #56
66.1	Medications	
66.2	Allergies	
66.3	Birth Defects	
66.4	Primary Care Physician	
66.4.1	Dr. First Name	
66.4.2	Dr. Last Name	
66.5	History of Genetic/Inheritable Disease Processes in Family	
66.5.1	Yes	
66.5.2	No	
67.0	Teenager Death Vehicular Related	
67.1	N/A	
67.2	Was Teenager the Driver	Ability to select from list
67.2.1	Yes	
67.2.2	No	
67.3	Date License/Permit Issues	xx/xx/xxxx
67.4	License Type	
67.5	Make of Vehicle	
67.6	Death Due to All-terrain Vehicle	
67.6.1	Yes	Ability to select from list
67.6.2	No	
67.7	Number of Vehicles Involved in the Accident	
67.8	How did the Accident Occur	
67.9	Number of Vehicle Occupants	
67.10	Alcohol Present in the Vehicle	Ability to select from list
67.10.1	Yes	
67.10.2	No	
67.11	Drugs Present in the Vehicle	Ability to select from list
67.11.1	Yes	
67.11.2	No	
67.12	Date of Accident	xx/xx/xxxx
67.13	Time of Accident	Military
67.14	Was Teenager Wearing a Seatbelt	Ability to select from list
67.14.1	Yes	
67.14.2	No	
67.15	Was Teenager Ejected from the Vehicle	Ability to select from list
67.15.1	Yes	
67.15.2	No	
67.16	Distraction Present During Accident	Ability to select from list
67.16.1	Cell Phone	
67.16.2	Changing Music	
67.16.3	Drag Racing	
67.16.4	Other	
67.16.5	N/A	
67.17	Weather Conditions	Ability to select from list
67.17.1	Dry	
67.17.2	Wet	
67.17.3	Icy	
67.17.4	Fog	
67.17.5	Type of Road	

67.17.6	City	
67.17.7	Highway	
67.17.8	Rural Hard Surface	
67.17.9	Rural Gravel	
67.17.10	Other	
67.18	Was Teenager Sleep Deprived	Ability to select from list
67.18.1	Yes	
67.18.2	No	
67.18.3	Unknown	
68.0	Teenager Death Violent Death	
68.1	N/A	
68.2	Suspicious Behavior	
68.2.1	School	
68.2.2	Family	
68.2.3	Friends	
68.3	Bullying	
68.4	Pressure to Perform	
68.5	Learning Disability/Special Education	
68.6	Incarcerations	
68.7	Probation	
68.8	Parole	
68.9	Recent Drop in Academic Performance	
68.9.1	Yes	
68.9.2	No	
68.10	Recent Drop in Extracurricular Activities	
68.10.1	Yes	
68.10.2	No	
68.11	Recent Trouble at School	
68.11.1	Yes	
68.11.2	No	
68.12	Recent Trouble with Law Enforcement	
68.12.1	Yes	
68.12.2	No	
68.13	Drug Use	
68.13.1	Yes	
68.13.2	What	
68.13.3	No	
68.14	Depression	
68.14.1	Yes	
68.14.2	No	
68.14.3	Unknown	
68.15	History of Allegations of Physical or Sexual Abuse in the Home	
68.15.1	Yes	
68.15.2	No	
68.16	Sexual Orientation	
68.16.1	Gay	
68.16.2	Lesbian	
68.16.3	Bisexual	
68.16.4	Transgender	
68.16.5	Unknown	
68.17	Recent Parent Divorce	

68.17.1	Yes	
68.17.2	No	
68.18	Pregnant or Cause Partner to be Pregnant	
68.18.1	Yes	
68.18.2	No	
68.19	Significant Losses of Parent/Caregiver	
68.19.1	Death	
68.19.2	Suicide	
68.19.3	Separation/Divorce	
68.20	Significant Losses of Close Friend	
68.20.1	Death	
68.20.2	Suicide	
68.20.3	Separation/Move	
68.21	Loss of Pet	
68.21.1	Yes	
68.21.2	No	
68.22	Loss or Disposal of Physical Possession	
68.22.1	Yes	
68.22.2	No	
68.23	Romantic Breakup/Conflict	
68.23.1	Yes	
68.23.2	No	
68.24	Change in Schools	
68.24.1	Yes	
68.24.2	No	
69.0	Teenager Death Miscellaneous	
69.1	History of Participation in	
69.1.1	Choking Games	
69.1.2	Autoerotic Asphyxia	
69.1.3	Medication Grab Bags	
69.1.4	Other	
69.2	Farm Related Death	
69.2.1	Yes	
69.2.2	No	
69.3	Sports Related Death	
69.3.1	Yes	
69.3.2	No	
70.0	Teenager Death Potential Suicide	
70.1	N/A	
70.2	Unknown	
70.3	Death Due to	Ability to select from list
70.3.1	Firearm	
70.3.2	Knife	
70.3.3	Hanging	
70.3.4	Drugs	
70.3.5	Other	
70.4	Findings at Scene Suggestive of Suicide	
70.5	Suicide Note	Ability to select from list
70.5.1	Yes	
70.5.2	No	
70.6	Dates of Previous Suicide Attempts	Ability to pick/enter multiple dates
70.7	Methods of Previous Suicide Attempts	Free Form Notes

70.8	Talk of Death or Suicide	Ability to select from list
70.8.1	Yes	
70.8.1.1	What Said/Plan	
70.8.2	No	
71.0	Teenager Death Potential Homicide	
71.1	N/A	
71.2	Unknown	
71.3	Death Due to	
71.3.1	Firearm	
71.3.2	Knife	
71.3.3	Blunt Instrument	
71.3.4	Strangulation	
71.3.5	Other	
71.4	Death Related to Domestic Violence	
71.4.1	Yes	
71.4.2	No	
71.5	Death Related to Gang Violence	
71.5.1	Yes	
71.5.2	No	
72.0	Teenager Death Scene Documentation	See Requirement #59
73.0	Teenager Death Person Completing Form	See Requirement #60
74.0	Medical Examiner Case	Ability to select from list
74.1	Yes	
74.1.1	Medical Examiner	
74.1.1.1	First Name	
74.1.1.2	Last Name	
74.1.1.3	Address #1	
74.1.1.4	Address #2	
74.1.1.5	City	
74.1.1.6	State	
74.1.1.7	County	
74.1.1.8	Contact #	
74.2	No	
75.0	Physician Signing Death Certificate	
75.1	First Name	
75.2	Last Name	
75.3	Address #1	
75.4	Address #2	
75.5	City	
75.6	State	
75.7	County	
75.8	Contact #	
75.9	MD	
75.10	DO	
76.0	Post Mortem Examination Date	xx/xx/xxxx
77.0	Post Mortem Examination Time	Military
78.0	State Medical Examiner Investigator	Ability to select from list of IOSME investigators
79.0	State Medical Examiner Pathologist	Ability to select from list of IOSME pathologists
80.0	Clothing Collected During Autopsy	Ability to select multiples from list
80.1	Bathrobe	

80.2	Belt	
80.3	Blouse	
80.4	Bra	
80.5	Coat	
80.6	Dress	
80.7	Gloves	
80.8	Handkerchiefs	
80.9	Hat	
80.10	Jacket	
80.11	Nightgown	
80.12	Overshoes	
80.13	Pajamas	
80.14	Pants	
80.15	Underpants	
80.16	Scarf	
80.17	Shirt	
80.18	Shoes	
80.19	Shorts	
80.20	Skirt	
80.21	Slip	
80.22	Slippers	
80.23	Socks	
80.24	Sweater	
80.25	T-Shirt	
80.26	Tie	
80.27	Vest	
80.28	Other	Free Form Notes
80.29	None	
81.0	Personal Effects	
81.1	Money	Ability to select multiples from list
81.1.1	Bills	Ability to select multiples from list
81.1.1.1	Denomination	
81.1.1.1.1	\$100	
81.1.1.1.1.1	Quantity	
81.1.1.1.2	\$50	
81.1.1.1.2.1	Quantity	
81.1.1.1.3	\$20	
81.1.1.1.3.1	Quantity	
81.1.1.1.4	\$10	
81.1.1.1.4.1	Quantity	
81.1.1.1.5	\$5	
81.1.1.1.5.1	Quantity	
81.1.1.1.6	\$1	
81.1.1.1.6.1	Quantity	
81.1.2	Coins	Ability to select multiples from list
81.1.2.1	Denomination	
81.1.2.1.1	\$1	
81.1.2.1.1.1	Quantity	
81.1.2.1.2	\$0.50	
81.1.2.1.2.1	Quantity	
81.1.2.1.3	\$0.25	
81.1.2.1.3.1	Quantity	

81.1.2.1.4	\$0.10	
81.1.2.1.4.1	Quantity	
81.1.2.1.5	\$0.05	
81.1.2.1.5.1	Quantity	
81.1.2.1.6	\$0.01	
81.1.2.1.6.1	Quantity	
81.2	Jewelry	
81.2.1	Watch	
81.2.1.1	Left Wrist	
81.2.1.2	Right Wrist	
81.2.1.3	Make/Model	
81.2.2	Ring(s)	Ability for multiple entries
81.2.2.1	Description	
81.2.2.2	Left Hand	
81.2.2.2.1	Thumb	
81.2.2.2.2	Index	
81.2.2.2.3	Middle	
81.2.2.2.4	Ring	
81.2.2.2.5	Little	
81.2.2.3	Right Hand	
81.2.2.3.1	Thumb	
81.2.2.3.2	Index	
81.2.2.3.3	Middle	
81.2.2.3.4	Ring	
81.2.2.3.5	Little	
81.2.3	Bracelet	Ability for multiple entries
81.2.3.1	Description	
81.2.3.2	Left Wrist	
81.2.3.3	Right Wrist	
81.2.4	Necklace	Ability for multiple entries
81.2.4.1	Description	
81.2.5	Other	
81.2.5.1	Description	
82.0	Evidence of Medical Therapy	Ability to select multiples from list
82.1	Backboard	
82.2	Catheter	
82.2.1	Type	Further Define?
82.2.2	Location	
82.3	Chest Tube	
82.3.1	Location	
82.4	ECG Patches	
82.4.1	How Many	Ability to select from list of numbers
82.4.2	Locations	
82.5	Endotracheal Tube	
82.6	Foley Catheter	
82.7	I.V.s	
82.7.1	How Many	Ability to select from list of numbers
82.7.2	Locations	
82.8	Intraosseous Catheters	
82.8.1	How Many	Ability to select from list of numbers
82.8.2	Locations	
82.9	Nasogastric Tube	

82.10	Neck Brace	
82.11	Oral Gastric Tube	
82.12	Pacer Pads	
82.12.1	How Many	Ability to select from list of numbers
82.12.2	Locations	
82.13	Other	
83.0	Autopsy Identifying Features	Document separately from ME-1 data
83.1	Height	See R#16
83.2	Scalp Hair	See R#11
83.2.1	None	
83.2.2	Partly Bald	
83.2.3	Blonde	
83.2.4	Brown	
83.2.5	Red	
83.2.6	Black	
83.2.7	Grey	
83.2.8	White	
83.3	Eyes	See R#14
83.3.1	Color	
83.3.1.1	Blue	
83.3.1.2	Brown	
83.3.1.3	Green	
83.3.1.4	Hazel	
83.3.1.5	Other	
83.3.2	Right mm	
83.3.3	Left mm	
83.4	Teeth	Ability to select from list
83.4.1	Natural	Ability to select from list
83.4.1.1	Condition	
83.4.1.1.1	Good	
83.4.1.1.2	Poor	
83.4.2	Denture	Ability to select from list
83.4.2.1	Upper	Ability to select from list
83.4.2.1.1	Full	
83.4.2.1.2	Partial	
83.4.2.2	Lower	Ability to select from list
83.4.2.2.1	Full	
83.4.2.2.2	Partial	
83.4.3	None	
83.4.4	Other	Free Form Notes
83.5	Rigor Mortis	See R#18
83.5.1	Full	
83.5.2	Partial	
83.5.3	None	
83.6	Weight	See R#15
83.7	Facial Hair	See R#12
83.7.1	Beard	
83.7.2	Mustache	
83.7.3	Goatee	
83.7.4	Stubble	
83.7.5	Clean Shaven	
83.7.6	N/A	

83.7.7	Other	
83.8	Body Temperature	See R#17
83.8.1	Warm	
83.8.2	Cool	
83.8.3	Cold	
83.9	Livor Mortis	See R#19
83.9.1	Color	
83.9.1.1	Purple	
83.9.1.2	Red	
83.9.1.3	Pink	
83.9.2	Fixed	
83.9.3	Unfixed	
83.9.4	Location	
83.9.4.1	Anterior	
83.9.4.2	Posterior	
83.9.4.3	Lateral right	
83.9.4.4	Lateral left	
84.0	Body Cavities (Fluids/Adhesions)	
84.1	Subdural	
84.1.1	Subdural Notes	Free Form Notes
84.1.2	Present Over	Ability to select multiples from list
84.1.2.1	Left Cerebral Hemisphere	Milliliters
84.1.2.1.1	Frontal Lobe	
84.1.2.1.2	Temporal Lobe	
84.1.2.1.3	Parietal Lobe	
84.1.2.1.4	Occipital Lobe	
84.1.2.2	Right Cerebral Hemisphere	Milliliters
84.1.2.2.1	Frontal Lobe	
84.1.2.2.2	Temporal Lobe	
84.1.2.2.3	Parietal Lobe	
84.1.2.2.4	Occipital Lobe	
84.1.2.3	Base of Brain	
84.2	Subarachnoid	
84.2.1	Subarachnoid Notes	Free Form Notes
84.2.2	Present Over	
84.2.2.1	Left Cerebral Hemisphere	Milliliters
84.2.2.1.1	Frontal Lobe	
84.2.2.1.2	Temporal Lobe	
84.2.2.1.3	Parietal Lobe	
84.2.2.1.4	Occipital Lobe	
84.2.2.2	Right Cerebral Hemisphere	Milliliters
84.2.2.2.1	Frontal Lobe	
84.2.2.2.2	Temporal Lobe	
84.2.2.2.3	Parietal Lobe	
84.2.2.2.4	Occipital Lobe	
84.2.2.3	Base of Brain	
84.3	Epidural	
84.3.1	Epidural Notes	Free Form Notes
84.3.2	Present Over	
84.3.2.1	Left Cerebral Hemisphere	Milliliters
84.3.2.1.1	Frontal Lobe	
84.3.2.1.2	Temporal Lobe	

84.3.2.1.3	Parietal Lobe	
84.3.2.1.4	Occipital Lobe	
84.3.2.2	Right Cerebral Hemisphere	Milliliters
84.3.2.2.1	Frontal Lobe	
84.3.2.2.2	Temporal Lobe	
84.3.2.2.3	Parietal Lobe	
84.3.2.2.4	Occipital Lobe	
84.3.2.3	Base of Brain	
84.4	Pericardial	Free Form Notes
84.4	Right Pleural	Free Form Notes
84.6	Left Pleural	Free Form Notes
84.7	Peritoneal	Free Form Notes
85.0	Organ Weights/Descriptions	
85.1	Brain	
85.1.1	Brain Weight	Grams
85.1.2	Brain Description	Free Form Notes
85.2	Heart	
85.2.1	Heart Weight	Grams
85.2.2	Heart Description	Free Form Notes
85.2.3	LV Thickness	Millimeters
85.2.4	RV Thickness	Millimeters
85.2.5	Septum Thickness	Millimeters
85.2.6	Tricuspid Valve Circumference	Millimeters
85.2.7	Pulmonic Valve Circumference	Millimeters
85.2.8	Mitral Valve Circumference	Millimeters
85.2.9	Aortic Valve Circumference	Millimeters
85.3	Right Lung	
85.3.1	Right Lung Weight	Grams
85.3.2	Right Lung Notes	Free Form Notes
85.4	Left Lung	
85.4.1	Left Lung Weight	Grams
85.4.2	Left Lung Notes	Free Form Notes
85.5	Spleen	
85.5.1	Spleen Weight	Grams
85.5.2	Spleen Notes	Free Form Notes
85.6	Right Kidney	
85.6.1	Right Kidney Weight	Grams
85.6.2	Right Kidney Notes	Free Form Notes
85.7	Left Kidney	
85.7.1	Left Kidney Weight	Grams
85.7.2	Left Kidney Notes	Free Form Notes
85.8	Appendix	
85.8.1	Appendix Weight	Grams
85.8.2	Appendix Notes	Free Form Notes
85.8.3	None	
85.9	Stomach Contents	
85.9.1	Stomach Contents Volume	Milliliters
85.9.2	Stomach Contents Notes	Free Form Notes
85.10	Bladder Contents	
85.10.1	Bladder Contents Volume	Milliliters
85.10.2	Bladder Contents Notes	Free Form Notes
85.11	Adrenal Glands	Free Form Notes

85.12	Thymus	Free Form Notes
85.13	Other Organs	Free Form Notes
85.14	Abdominal Wall Fat Thickness	Centimeters
86.0	Histology	
86.1	Heart	Ability to select multiples from list
86.1.1	Anterior LV	
86.1.2	Lateral LV	
86.1.3	Posterior LV	
86.1.4	Anterior RV	
86.1.5	Lateral RV	
86.1.6	Posterior RV	
86.1.7	AV Node	
86.1.8	SA Node	
86.2	Right Lung	Ability to select multiples from list
86.2.1	Upper Lobe	
86.2.2	Middle Lobe	
86.2.3	Lower Lobe	
86.3	Left Lung	Ability to select multiples from list
86.3.1	Upper Lobe	
86.3.2	Middle Lobe	
86.3.3	Lower Lobe	
86.4	Liver	
86.5	Pancreas	
86.6	Spleen	
86.7	Right Kidney	
86.8	Left Kidney	
86.9	Right Brain	Ability to select multiples from list
86.9.1	Frontal	
86.9.2	Parietal	
86.9.3	Temporal	
86.9.4	Occipital	
86.9.5	Hippocampus	
86.9.6	Cerebellum	
86.9.7	Pons	
86.9.8	Medulla	
86.9.9	Other	
86.10	Left Brain	Ability to select multiples from list
86.10.1	Frontal	
86.10.2	Parietal	
86.10.3	Temporal	
86.10.4	Occipital	
86.10.5	Hippocampus	
86.10.6	Cerebellum	
86.10.7	Pons	
86.10.8	Medulla	
86.10.9	Other	
86.11	Trachea	
86.12	Thyroid	
86.13	Gunshot Entrance Wound	
86.14	Other	Free Form Notes
87.0	Valuable Logged	Ability to select from list
87.1	Yes	

87.2	No	
88.0	Clothing Logged	Ability to select from list
88.1	Yes	
88.2	No	
89.0	Toxicology	Ability to select multiples from list
89.1	Vitreous Fluid	
89.1.1	Quantity	Ability to select from numerical list
89.2	Femoral Blood	
89.2.1	Quantity	Ability to select from numerical list
89.3	Heart Blood	
89.3.1	Quantity	Ability to select from numerical list
89.4	Urine	
89.4.1	Quantity	Ability to select from numerical list
89.5	Brain Fixed	Ability to select from list
89.5.1	Yes	
89.5.2	No	
89.6	Other	Free Form Notes
90.0	Microbiology	Ability to select multiples from list
90.1	Blood	Ability to select multiples from list
90.1.1	Bacterial	
90.1.2	Viral	
90.2	Lungs	Ability to select multiples from list
90.2.1	Bacterial	
90.2.2	Viral	
90.3	CSF	Ability to select multiples from list
90.3.1	Bacterial	
90.3.2	Viral	
90.4	None	
91.0	Identification of Body	
91.1	Blood Stain Card	
91.2	No Blood Stain Card	
91.3	Thumb and Index Prints	
91.4	Finger Prints	
91.5	No Prints	
91.6	SME Identification Tag Placed on Body	
92.0	Tissue Container in Storage	Check Box
93.0	Histology in Pick Up Bin	Check Box
94.0	Cause of Death	
94.1	ICD-10 Codes	Ability to select from list
94.2	Due To	Ability to select multiples from list
94.3	Other Significantly Contributory	
94.4	Drug	
94.5	Alcohol	
95.0	Disposition	
95.1	Funeral Home	
95.1.1	Funeral Home Called	
95.1.2	No Funeral Home Listed	
95.2	Valuables	
95.2.1	Valuables to Funeral Home	
95.2.2	No Valuables	
95.3	Clothing	
95.3.1	Clothing to Funeral Home	

95.3.2	No Clothing	
95.4	Personal Effects Form Signed	
95.5	Body	
95.5.1	Body Cleaned/Sewn	
95.5.2	Body Release Status	
95.5.2.1	OK to Release	
95.5.2.1.1	Released to	
95.5.2.1.1.1	First Name	
95.5.2.1.1.2	Last Name	
95.5.2.1.1.3	Title	
95.5.2.1.1.4	Date	
95.5.2.1.1.5	Time	
95.5.2.1.2	Witness of Release	
95.5.2.1.2.1	First Name	
95.5.2.1.2.2	Last Name	
95.5.2.1.2.3	Title	
95.5.2.1.2.4	Date	
95.5.2.1.2.5	Time	
95.5.2.2	Do Not Release	
95.5.2.2.1	Identification of Body	
95.5.2.2.2	Evidence	
95.5.2.2.3	Additional Testing	
95.5.2.2.4	External Request	
95.5.2.2.5	Notes	Free Form Notes
96.0	Electronic Signature of Pathologist Completing Case	
97.0	Decontamination	
97.1	Morgue Suites Cleaned	
97.2	Instruments Cleaned	
97.3	Laundry Cleaned	
98.0	Preliminary Anatomical Diagnosis	
98.1	Yes	
98.2	No	
99.0	Neuropathology Consultation	
99.1	Material Submitted	
99.1.1	Brain	
99.1.2	Dura	
99.1.3	Spinal Cord	
99.1.4	Eyes	
99.1.5	Photographs	
99.1.6	Other	
99.2	General Autopsy Findings	Free Form Notes
99.3	Specifics of Case to Clarify	Free Form Notes
100.0	State Medical Examiner Autopsy Technician	Ability to select multiples from list
101.0	Infectious Disease Pathology Consultation	
101.1	Material Submitted	
101.1.1	Paraffin Blocks	
101.1.1.1	Quantity	
101.1.1.2	Tissues	
101.1.2	H & E Slides	
101.1.3	Unstained Slides	
101.1.4	Wet Tissues	

101.1.5	Others	
101.2	Brief Clinical Summary	
101.3	Reason for Consultation	Ability to select from list?
102.0	SME Case Number	
103.0	Authorization is granted to retain organs and/or tissues and/or fluids	
103.1	Yes	
103.1.1	Organs	Ability to select from list
103.1.2	Tissues	Ability to select from list
103.1.3	Fluids	Ability to select from list
103.1.4	Limited to the following conditions	Free Form Notes or List?
103.2	No	
104.0	Subpoena Request	
104.1	Yes	
104.1.1	Items for Subpoena	Ability to select from list
104.1.2	Date of Subpoena Request	xx/month/yyyy
104.1.3	Subpoena Signature	Ability to select from list
105.0	Copy Requests	Ability to select multiples from list
105.1	County Medical Examiner	Ability to select from list
105.1.1	First Name	
105.1.2	Last Name	
105.1.3	Address #1	
105.1.4	Address #2	
105.1.5	City	
105.1.6	State	
105.1.7	County	
105.2	County Attorney	Ability to select from list or enter manually
105.2.1	First Name	
105.2.2	Last Name	
105.2.3	Address #1	
105.2.4	Address #2	
105.2.5	City	
105.2.6	State	
105.2.7	County	
105.3	Child Death Review Team	Ability to select from list or enter manually
105.3.1	First Name	
105.3.2	Last Name	
105.3.3	Address #1	
105.3.4	Address #2	
105.3.5	City	
105.3.6	State	
105.3.7	County	
105.4	Domestic Violence Review Team	Ability to select from list or enter manually
105.4.1	First Name	
105.4.2	Last Name	
105.4.3	Address #1	
105.4.4	Address #2	
105.4.5	City	
105.4.6	State	
105.4.7	County	
105.5	FACE	Ability to select from list or enter manually
105.5.1	First Name	

105.5.2	Last Name	
105.5.3	Address #1	
105.5.4	Address #2	
105.5.5	City	
105.5.6	State	
105.5.7	County	
105.6	Consumer Product Safety Commission	Ability to select from list or enter manually
105.6.1	First Name	
105.6.2	Last Name	
105.6.3	Address #1	
105.6.4	Address #2	
105.6.5	City	
105.6.6	State	
105.6.7	County	
105.7	Other	Ability to enter manually
105.7.1	First Name	
105.7.2	Last Name	
105.7.3	Address #1	
105.7.4	Address #2	
105.7.5	City	
105.7.6	State	
105.7.7	County	
106.0	Request for State Medical Examiner Records	
106.1	Delivery Method of Request	
106.1.1	Hand Delivered	
106.1.2	Mail	
106.1.3	Fax	
106.2	Date of Request	
106.3	Records Requested	
106.3.1	ME-1	
106.3.2	Autopsy Report	
106.3.3	Photos	
106.3.3.1	Disk	
106.3.3.2	Prints	
106.3.3.2.1	Paper	
106.3.3.2.2	4x6 Glossy	
106.3.3.2.3	Thumbnails	
106.3.4	X-rays	
106.3.5	Histology Recuts	
106.3.6	Blood Stain Cards	
106.3.7	Other	Free Form Notes
106.4	Requesting Party	Ability to select from list or enter manually
106.4.1	First Name	
106.4.2	Last Name	
106.4.3	Address #1	
106.4.4	Address #2	
106.4.5	City	
106.4.6	State	
106.4.7	County	
106.4.8	Contact #	Ability to enter multiples
106.4.9	Entitlement	
106.5	Records Picked Up By	

106.5.1	First Name	
106.5.2	Last Name	
106.5.3	Title	
107.0	Changes to Death Certificate	
107.1	#23 - Manner of Death	
107.1.1	Natural	
107.1.2	Homicide	
107.1.3	Suicide	
107.1.4	Accident	
107.1.5	Undetermined	
107.1.6	Pending	
107.1.7	Fetal Death, Not Applicable	
107.2	#24a. Date of Injury	
107.3	#24b. Hour of Injury	
107.4	#24c. Injury at Work	
107.5	#24d. Describe How Injury Occurred	
107.6	#24e. Place of Injury	
107.7	#24f. Location	
107.8	#25c. Hour of Death	
107.8.1	Found	
107.8.2	Pronounced	
107.9	#28 Part I - Immediate Cause Due To:	
107.10	#28 Part II a. Other Significant Conditions	
107.11	#28 Part II b. Pregnancy	
107.11.1	Yes	
107.11.2	No	
107.12	#29a. Autopsy	
107.12.1	Yes	
107.12.2	No	
107.13	#29b. Findings Available	
107.13.1	Yes	
107.13.2	No	
108.0	Autopsy Evidence/Chain of Custody	
108.1	Item #	Ability to select from list
108.2	Item Description	Ability to select from list
108.2.1	Medications	
108.2.2	Toxicology	
108.2.2.1	Positive	
108.2.2.2	Negative	
108.2.3	Histology	
108.2.3.1	Special Stains	
108.2.4	Neuropathology Consultation	
108.2.5	Cardiac Pathology	
108.2.6	Photos	
108.2.6.1	From What Agency	Ability to select from list (need to determine)
108.2.6.1.1	IOSME	
108.2.6.1.2	DCI	
108.2.6.1.3	Law Enforcement	
108.2.7	Miscellaneous Evidence	
108.2.8	Return to IOSME	Ability to select from list
108.2.8.1	Yes	

108.2.8.2	No	
108.3	Test Requested	Ability to select from list
108.3.1	Comprehensive Drug Panel	
108.3.2	Drugs of Abuse Pane	
108.3.3	Alcohol Panel	
108.3.4	Carbon Monoxide	
108.3.5	Vetrous Electrolyte Panel	
108.3.6	Trace Substance Panel	
108.3.7	Hepatitis B	
108.3.8	Hepatitis C	
108.3.9	HIV	
108.3.10	Neuropathology Consultation	
108.3.11	Metabolic Blood Stain Bile Stain Card	
108.3.12	Blood Stain DNA Card	
108.3.13	Other	
108.4	Disposition of Evidence	
108.4.1	Disposal Date	
108.4.2	Do Not Destroy	
108.5	Evidence Delivered From	Ability to select from list
108.5.1	Agency Name	
108.5.2	First Name	
108.5.3	Last Name	
108.5.4	IDN # if applicable	
108.5.5	Date	
108.5.6	Time	
108.6	Evidence Delivered To	Ability to select from list
108.6.1	Agency Name	
108.6.2	First Name	
108.6.3	Last Name	
108.6.4	IDN # if applicable	
108.6.5	Date	
108.6.6	Time	
108.7	Test Results Sent To	
108.7.1	First Name	
108.7.2	Last Name	
108.7.3	Title	
108.7.4	Address #1	
108.7.5	Address #2	
108.7.6	City	
108.7.7	State	
108.7.8	County	
108.8	Release Status	
108.8.1	Release Evidence	
108.8.2	Do Not Release	
109.0	Investigation Evidence/Chain of Custody	
109.1	Originator of Evidence	Ability to select from list
109.1.1	Non IOSME	
109.1.1.1	Evidence Delivered From	
109.1.1.1.1	Agency Name	
109.1.1.1.2	First Name	
109.1.1.1.3	Last Name	
109.1.1.1.4	IDN # if applicable	

109.1.1.1.5	Date	
109.1.1.1.6	Time	
109.1.1.2	Package Type	
109.1.1.2.1	Description	
109.1.1.3	Evidence Type	
109.1.1.3.1	Description	Free Form Notes
109.1.2	IOSME	
109.1.2.1	Package Type	Ability to select from list
109.1.2.1.1	Sealed Body Bag	
109.1.2.1.2	Sealed Box	
109.1.2.1.3	Sealed Can	
109.1.2.1.4	Sealed Container	
109.1.2.1.5	Sealed Envelope	
109.1.2.1.6	Sealed Jar	
109.1.2.1.7	Sealed Paper Bag	
109.1.2.1.8	Sealed Photo Envelope	
109.1.2.1.9	Sealed Plastic Bag	
109.1.2.1.10	Sealed Sex Assault Kit	
109.1.2.1.11	Sealed Styrofoam Container	
109.1.2.1.12	Sealed Tube	
109.1.2.2	Evidence Type	Ability to select from list
109.1.2.2.1	Biological Specimen	
109.1.2.2.1.1	Description	Free Form Notes
109.1.2.2.2	Blood Standard (Known)	
109.1.2.2.2.1	Blood Stain Card	
109.1.2.2.1.2	Other	
109.1.2.2.1.2.1	Description	Free Form Notes
109.1.2.2.3	Buccal Swab (Known)	
109.1.2.2.3.1	Decedent	
109.1.2.2.3.2	Other	
109.1.2.2.3.2.1	Description	Free Form Notes
109.1.2.2.4	Clothing	
109.1.2.2.4.1	Description	Free Form Notes
109.1.2.2.5	Digital Images(s)	
109.1.2.2.5.1	CD of Autopsy Photos	
109.2.2.5.2	Thumbdrive	
109.1.2.2.6	Document(s)	
109.1.2.2.6.1	Description	Free Form Notes
109.1.2.2.7	Electronic Equipment/Devices	
109.1.2.2.7.1	Description	Free Form Notes
109.1.2.2.8	Film/Negatives/Developed	
	Photos	
109.1.2.2.9	Fingernail Scrapings/Clippings	
109.1.2.2.9.1	Left Hand	
109.1.2.2.9.2	Right Hand	
109.1.2.2.9.3	Left Foot	
109.1.2.2.9.4	Right Foot	
109.1.2.2.10	Fingerprint/Palmprint/Footprin	
	t Knowns	
109.1.2.2.10.1	Major Case Prints	
109.1.2.2.10.1.1	Includes Foot Prints	
109.1.2.2.10.1.1.	Yes	

1			
2	109.1.2.2.10.1.1.	No	
	109.1.2.2.10.2	Fingerprint/Palmprints	
	109.1.2.2.11	Hair	
	109.1.2.2.11.1	Hair (shaved)	
	109.1.2.2.11.2	Hair, Pubic (pulled)	
	109.1.2.2.11.3	Hair, Head (pulled)	
	109.1.2.2.12	Illicit Drugs/Drug Paraphernalia (Suspected)	
	109.1.2.2.12.1	Description	Free Form Notes
	109.1.2.2.13	Ligature(s)	
	109.1.2.2.13.1	Description	Free Form Notes
	109.1.2.2.14	Medication(s)	
	109.1.2.2.14.1	Description	Free Form Notes
	109.1.2.2.15	Other/Miscellaneous	
	109.1.2.2.15.1	Description	Free Form Notes
	109.1.2.2.16	Projectile(s)	
	109.1.2.2.16.1	Live Rounds	
	109.1.2.2.16.1.1	Description	Free Form Notes
	109.1.2.2.16.2	Fired Round(s)/Shell Casing(s)	
	109.1.2.2.16.2.1	Description	Free Form Notes
	109.1.2.2.17	Sexual Assault Kit	
	109.1.2.2.18	Video/Audio	
	109.1.2.2.18.1	Description	Free Form Notes
	109.1.2.2.19	Weapon(s)	
	109.1.2.2.19.1	Description	Free Form Notes
109.2	Disposition of Evidence	Ability to select from list	
109.2.1	Destroyed		
109.2.1.1	Date of Destruction		
109.2.1.2	Initials of Investigator Destroying Evidence		
109.2.2	Distributed to Law Enforcement		
109.2.2.1	Date of Evidence Transfer		
109.2.2.2	Initials of Investigator Transferring Evidence		
109.2.2.2.1	Evidence Delivered To		
109.2.2.2.1.1	Agency Name		
109.2.2.2.1.2	First Name		
109.2.2.2.1.3	Last Name		
109.2.2.2.1.4	Date		
109.2.2.2.1.5	Time		
109.2.3	Saved		
109.2.4	Do Not Destroy		
110.0	Phone Call Log		
110.1	Call Date	xx/xx/xxxx	
110.2	Call Time	Military	
110.3	First Call		
110.3.1	Call Documentation	Free Form Notes	
110.3.1.1	County Assigned Case #		
110.3.1.2	Subject of Scene Investigation		
110.3.1.3	Scene Investigator		

110.3.1.3.1	First Name	
110.3.1.3.2	Last Name	
110.3.2	Request to Attend Scene	
110.3.2.1	Yes	
110.3.2.1.1	Requested to Attend Scene By	
110.3.2.1.1.1	Agency Name	
110.3.2.1.1.2	First Name	
110.3.2.1.1.3	Last Name	
110.3.2.1.1.4	Title	
110.3.2.1.2	Scene Arrival	
110.3.2.1.2.1	Date	
110.3.2.1.2.2	Time	
110.3.2.1.3	Scene Exit	
110.3.2.1.3.1	Date	
110.3.2.1.3.2	Time	
110.3.2.1.4	Location of Scene	
110.3.2.1.5	People Present at Scene	Ability to enter multiples
110.3.2.1.5.1	First Name	
110.3.2.1.5.2	Last Name	
110.3.2.1.6	Evidence Collected at the Scene	See R#109
110.3.2.1.6.1	What	Ability to select from list
110.3.2.1.6.2	Description	Free Form Notes
110.3.2.1.7	Narrative Summary of the Scene	Free Form Notes
110.3.2.2	No	
110.4	Existing Case Call	
110.4.1	Call Documentation	Free Form Notes
110.4.2	SME Case Number	See R#102.0
110.4.3	From What Agency	Ability to select from list
110.4.3.1	Funeral Home	Ability to select from list
110.4.3.2	Law Enforcement	
110.4.3.3	Reporter	
110.4.3.4	Family Member	
110.4.4	Type of Call	Ability to select from list
110.4.4.1	Death Certificate	
110.4.4.2	Cremation Permit	
110.4.4.3	Release of Body	
110.4.4.4	Autopsy Report	
110.4.4.5	Cause and Manner of Death	
110.4.4.6	Status of Case	
110.4.4.7	Board of Medicine	
110.4.4.8	Other	
111.0	Pathologist Testimony Time	Hours
111.1	Date of Testimony	xx/xx/xxxx
111.2	Activity	Free Form Notes
111.3	Defendant Identification	
111.3.1	First Name	
111.3.2	Last Name	
111.4	Travel To	
111.5	Travel From	
111.6	Fee per Hour	

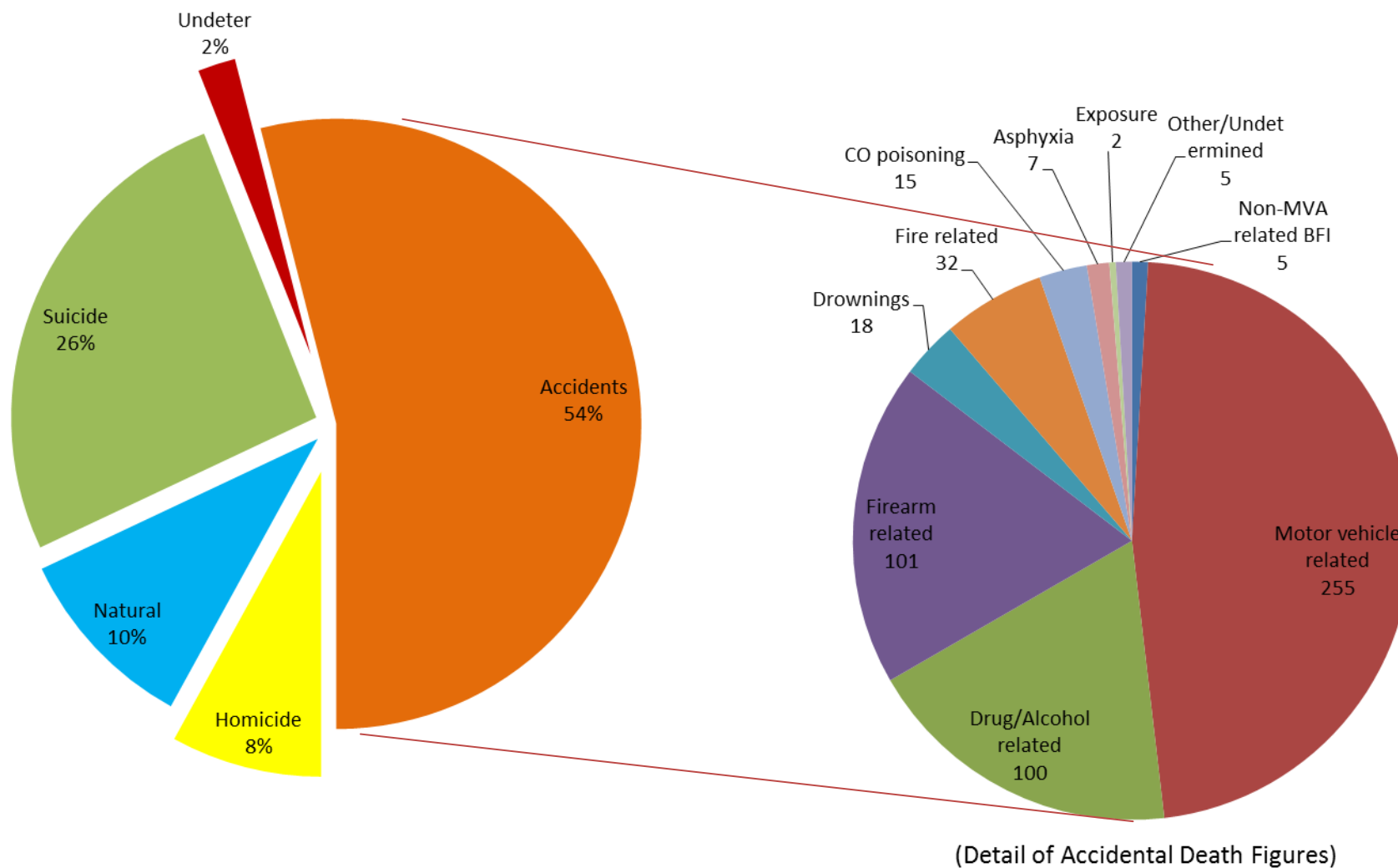
111.7	Total Cost	
112.0	Invoices	
112.1	Date of Invoice	xx/xx/xxxx
112.2	Date of Service	xx/xx/xxxx - xx/xx/xxxx
112.3	Invoice Billed To	
112.3.1	Organization	
112.3.2	First Name	
112.3.3	Last Name	
112.3.4	Address #1	
112.3.5	Address #2	
112.3.6	City	
112.3.7	State	
112.3.8	County	
112.3.9	Contact #	
112.3.10	Fax #	
112.4	Bill Type	Ability to select from list
112.4.1	Autopsy	
112.4.1.1	Pathologist	See R#44.1
112.4.1.2	IOSME Case #	See R#102
112.4.1.2.1	First Name	See R#1.1
112.4.1.2.2	Last Name	See R#1.3
112.4.1.2.3	Middle Name	See R#1.2
112.4.1.2.4	Race	See R#9.0
112.4.1.2.5	Sex	See R#10.0
112.4.1.3	Reimbursements	
112.4.1.3.1	Lab Reports	
112.4.1.3.2	Histology	
112.4.1.3.3	Neuropathology Consultation	
112.4.1.3.4	Other	
112.4.1.4	Cremation Permit	
112.4.1.4.1	Sent by:	Ability to select from list of IOSME employees
112.4.1.5	Iowa Donor Network	
112.4.1.5.1	# of Tissue Recoveries	
112.4.1.5.2	Date Range of Activity	
112.4.1.6	Autopsy Report	
112.4.1.6.1	Paper Copies	
112.4.1.6.1.1	# of Pages	
112.4.1.6.1.2	Fee/Page	
112.4.1.7	Photos	
112.4.1.7.1	Disk	
112.4.1.7.2	Prints	
112.4.1.7.2.1	Paper	
112.4.1.7.2.2	4x6 Glossy	
112.4.1.7.2.3	Thumbnails	
112.4.1.8	X-rays	
112.4.1.9	Histology Recuts	
112.4.1.10	Pathologist Testimony Time	
112.4.1.11	Subpoenaed Records	
112.4.1.11.1	Paper Copies	
112.4.1.11.1.1	# of Pages	
112.4.1.11.1.2	Fee/Page	

112.4.1.12	Other	
112.4.2	Covered County	
112.4.3	Cremation Permit	
112.4.4	Des Moines University Internship	
112.4.5	Generic	
112.4.6	Pathologist Testimony Time	
112.4.7	Request for Records	
113.0	Case Stages	
113.1	Stage 1 - Investigation Begins	
113.1	Stage 2 - Body Arrives at IOSME	
113.1	Stage 3 - Autopsy Technician Assigns Pathologist	
113.1	Stage 4 - Autopsy in Progress	
113.1	Stage 5 - Gross Autopsy Complete	
113.1	Stage 6 - Preliminary Autopsy Findings/Master File Created	
113.1	Stage 7 - Final Autopsy Report in Progress	
113.1	Stage 8 - Autopsy Report Final	
113.1	Stage 9 - Billing	
113.1	Stage 10 - Case Complete	
114.0	Case Status	
114.1	Active	
114.2	Pending	
114.3	Hold	
114.4	Ready for Release	
114.5	Final	
115.0	FACE	
116.0	Consumer Product Safety Commission	

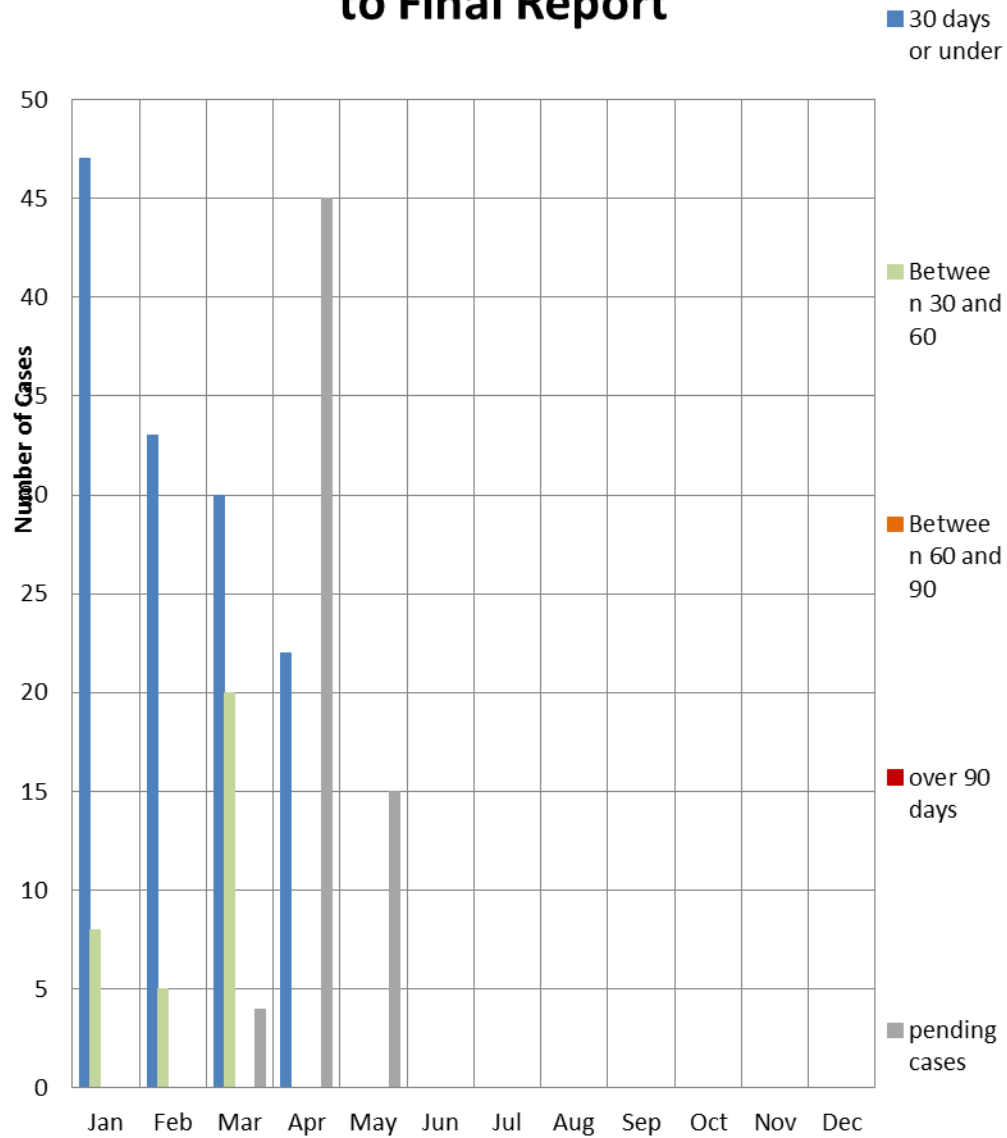
Attachment 10

Sample Reports

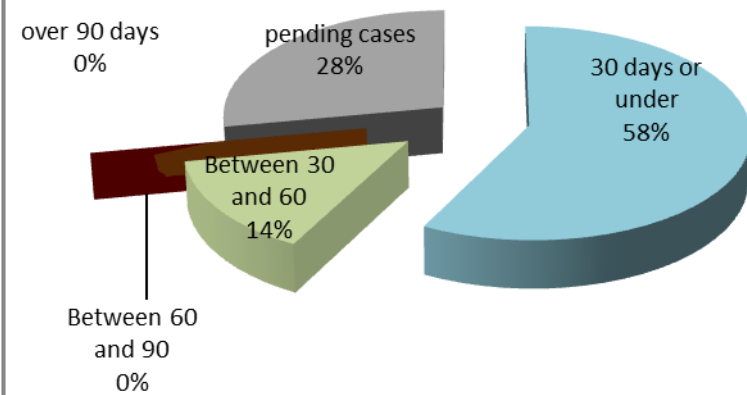
IOSME Autopsied Cases for [YEAR]



[YEAR] IOSME Case statistics- Days to Final Report

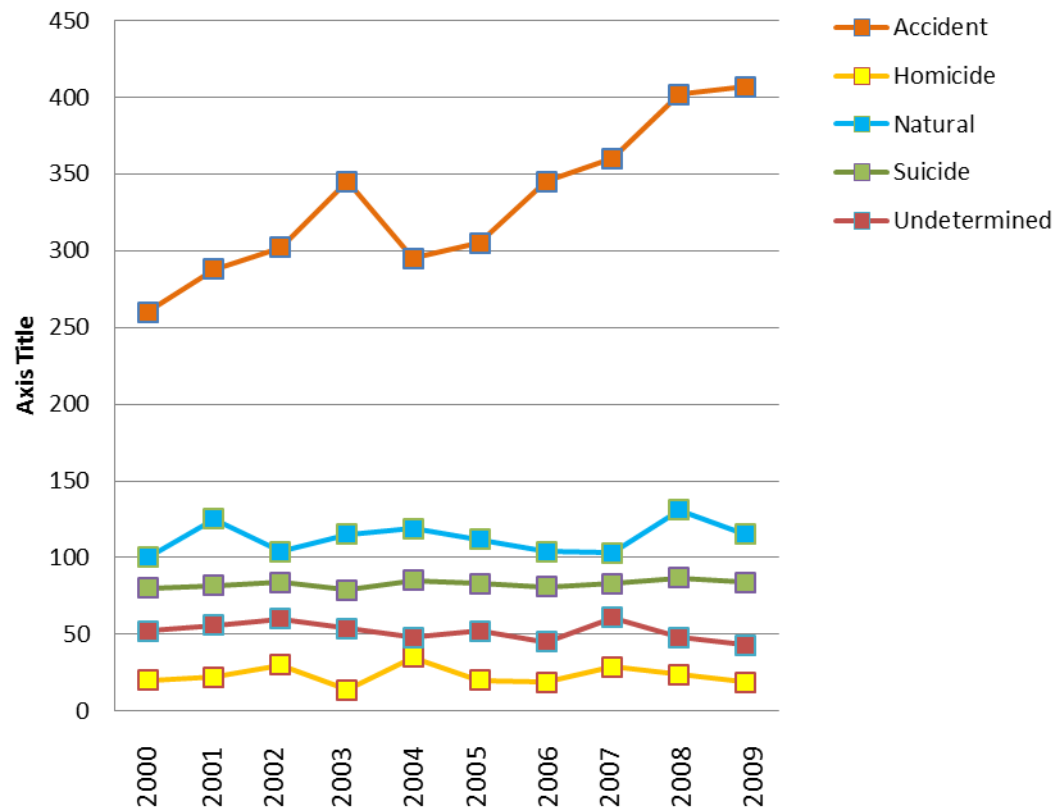


[YEAR] IOSME Case Statistics- Days to Final Report

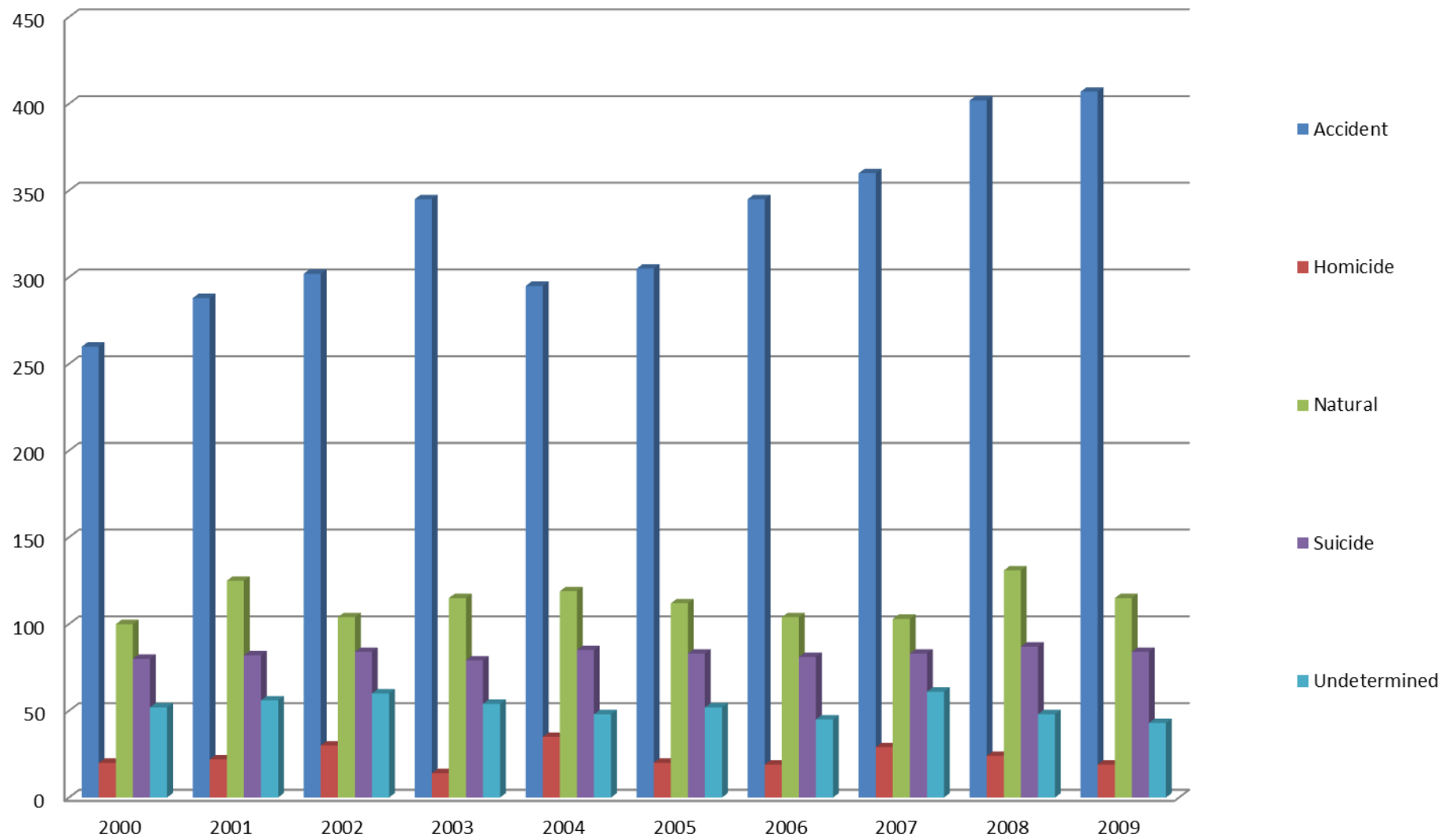


(Statistics cover case number ##SME001 through ##SME227 and have been updated on 05/08/20## by ST)

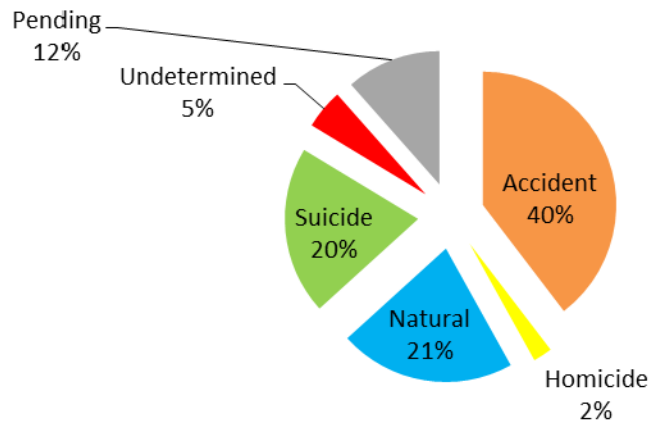
IOSME Autopsied Cases- Manner of Death (By Year)



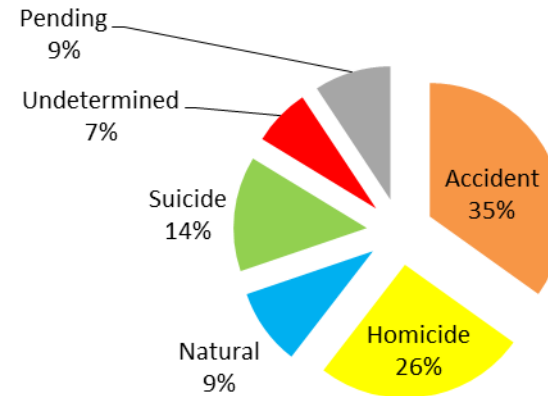
IOSME Autopsied Cases- Manner of Death (By Year)



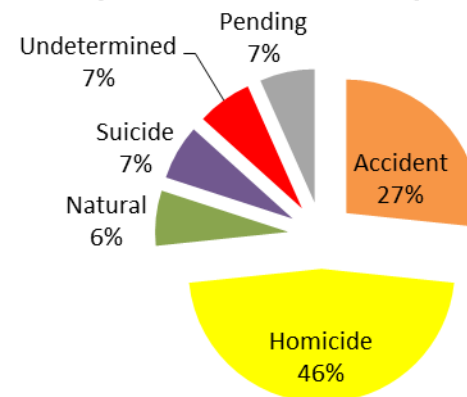
**2009 IOSME Cases by Ethnicity
(Caucasian)**



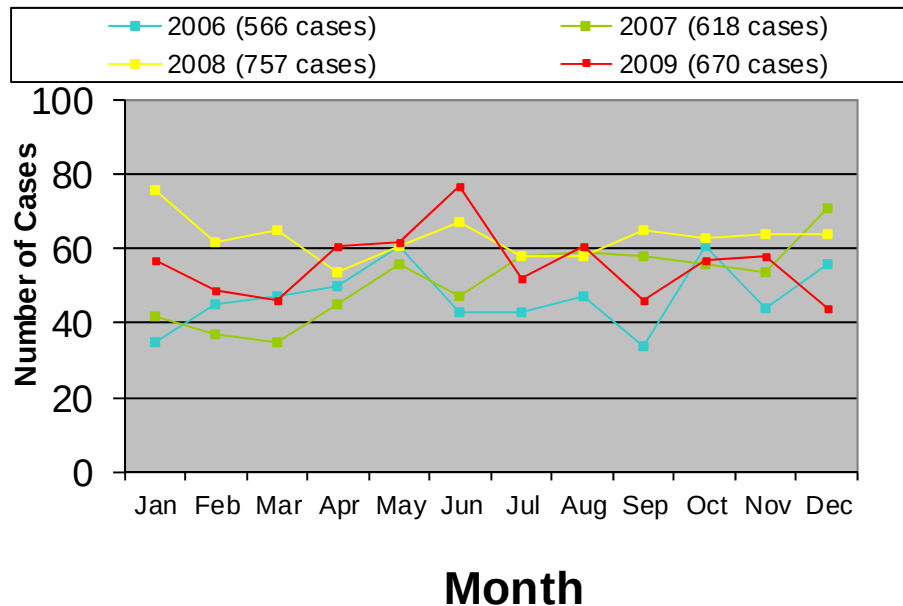
**2009 IOSME Cases by Ethnicity
(Non-Caucasian)**



**2009 IOSME Cases by Ethnicity
(African-American)**



Monthly Case Totals By Year

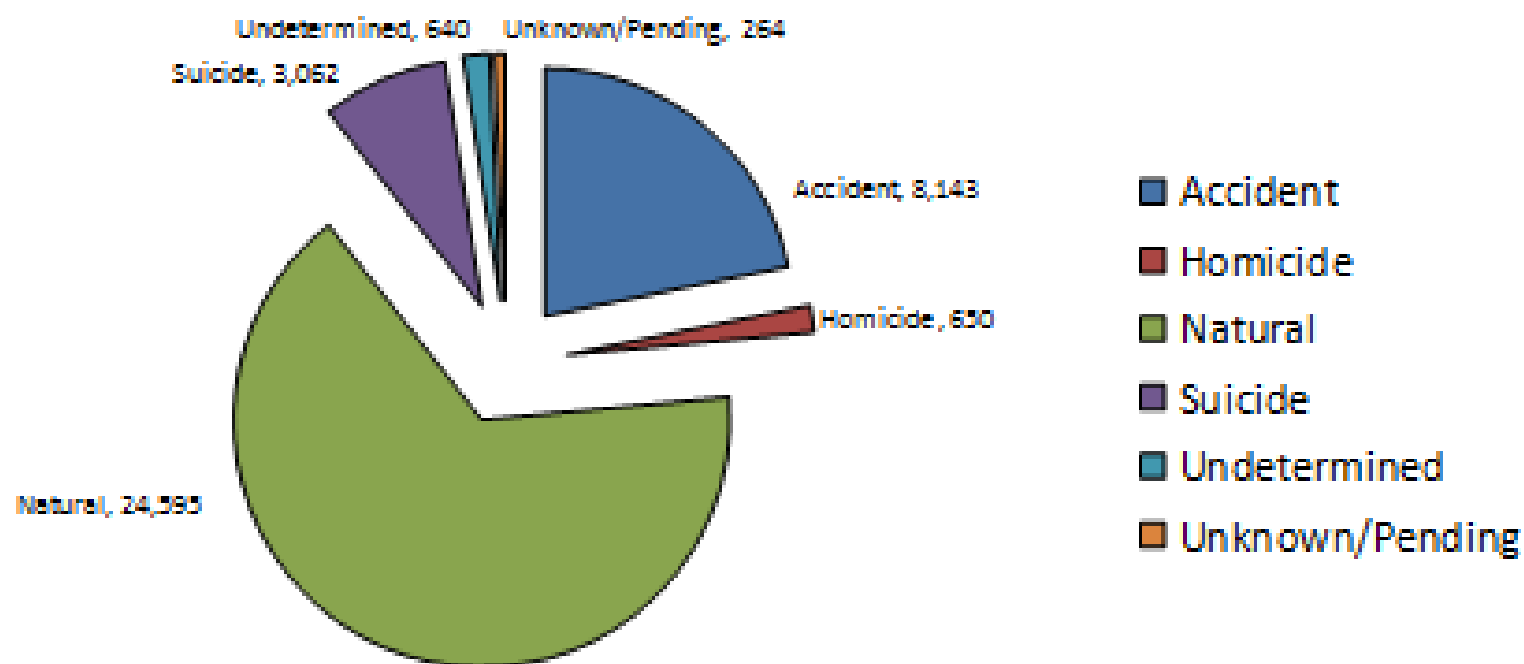


Deaths Reported to County Medical Examiners

(Number Autopsied in Parenthesis)

	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009
NATURAL	2,366	1,999	2,228	2,246	2,081	2,124	2,410	2,808	3,343	2,990
	(415)	(470)	(547)	(537)	(552)	(540)	(521)	(476)	(489)	(424)
ACCIDENT	653	629	675	791	755	826	840	940	1,044	990
	(330)	(335)	(391)	(471)	(485)	(563)	(542)	(564)	(598)	(538)
SUICIDE	267	266	286	325	299	294	309	288	371	357
	(109)	(140)	(158)	(184)	(215)	(237)	(247)	(226)	(253)	(251)
HOMICIDE	69	68	78	54	61	50	71	61	87	51
	(69)	(68)	(76)	(54)	(61)	(50)	(71)	(61)	(86)	(48)
UNDETERMINED	43	55	37	50	48	73	91	85	82	76
	(32)	(44)	(34)	(46)	(48)	(72)	(88)	(83)	(76)	(68)
PENDING	11	9	30	16	6	5	22	31	28	51
	(11)	(9)	(29)	(15)	(6)	(5)	(19)	(25)	(25)	(42)

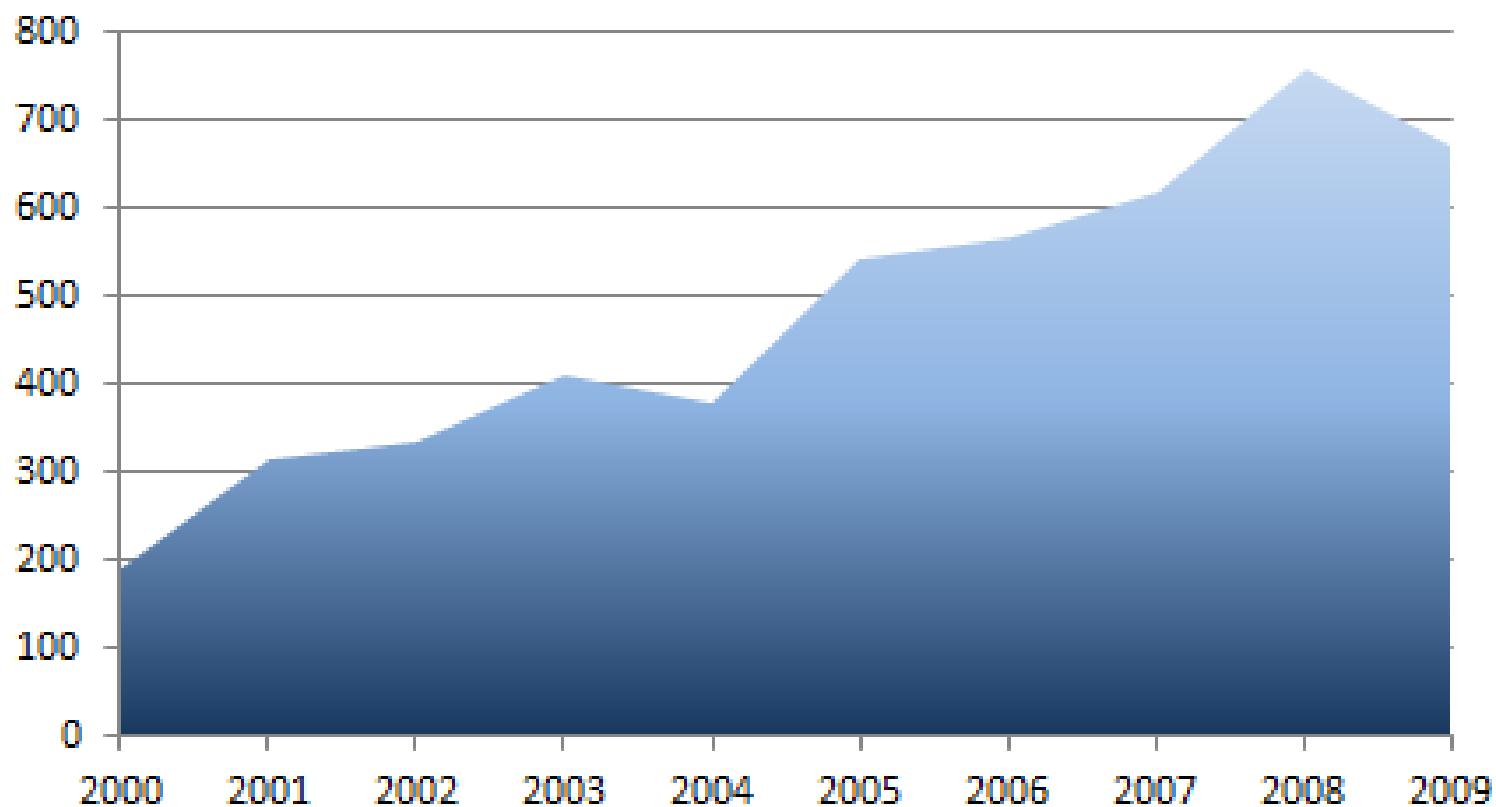
Iowa County Medical Examiners Investigated 37,354 Deaths From January 2000 through December 2009



Iowa Deaths

	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009
# of Deaths	27,840	27,241	27,928	27,972	26,811	27,770	27,289	27,126	28,370	27,450
CME Investigated	3,415	3,028	3,337	3,485	3,258	3,380	3,775	4,239	5,011	4,543
% of Total	12.27%	11.12%	11.95%	12.46%	12.15%	12.17%	13.83%	15.63%	17.66%	16.55%
Autopsies Requested	971	1,068	1,238	1,310	1,377	1,471	1,501	1,441	1,543	1,391
% of ME Cases	28%	35%	37%	38%	42%	44%	40%	34%	31%	31%

Deaths Autopsied by the Iowa Office of the State Medical Examiner

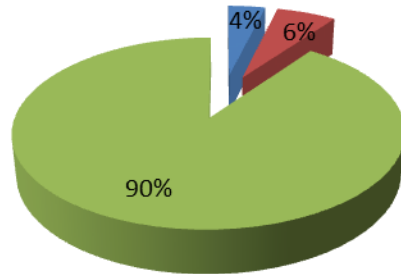


ME Cases - Manner of Death

	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009
NATURAL	2,366	1,999	2,228	2,246	2,081	2,124	2,410	2,808	3,343	2,990
% of ME Cases	69%	66%	67%	64%	64%	63%	64%	66%	67%	66%
ACCIDENT	653	629	675	791	755	826	840	940	1,044	990
% of ME Cases	19%	21%	20%	23%	23%	24%	22%	22%	21%	22%
SUICIDE	267	266	286	325	299	294	309	288	371	357
% of ME Cases	8%	9%	9%	9%	9%	9%	8%	7%	7%	8%
HOMICIDE	69	68	78	54	61	50	71	61	87	51
% of ME Cases	2%	2%	2%	2%	2%	1%	2%	1%	2%	1%
UNDETERMINED	43	55	37	50	48	73	91	85	82	76
% of ME Cases	1%	2%	1%	1%	1%	2%	2%	2%	2%	2%

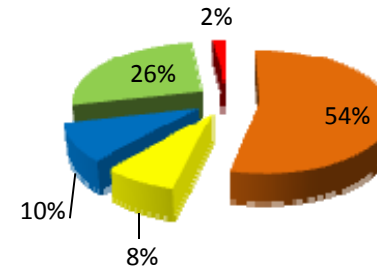
IOSME Cases by Age (5638 cases from 2000 to 2011)

■ Child deaths (ages 12 or under) ■ Teenage deaths (ages 13 to 19)
■ Adult deaths (ages 20 or older)



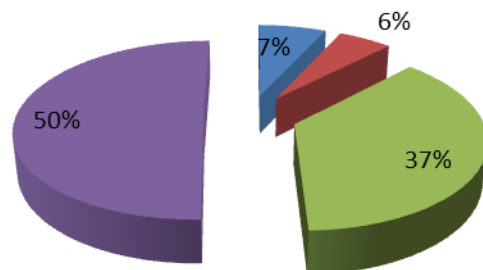
Manner of Death for Teenager IOSME Cases (347 cases from 2000 to 2011)

■ Accident ■ Homicide ■ Natural ■ Suicide ■ Undetermined

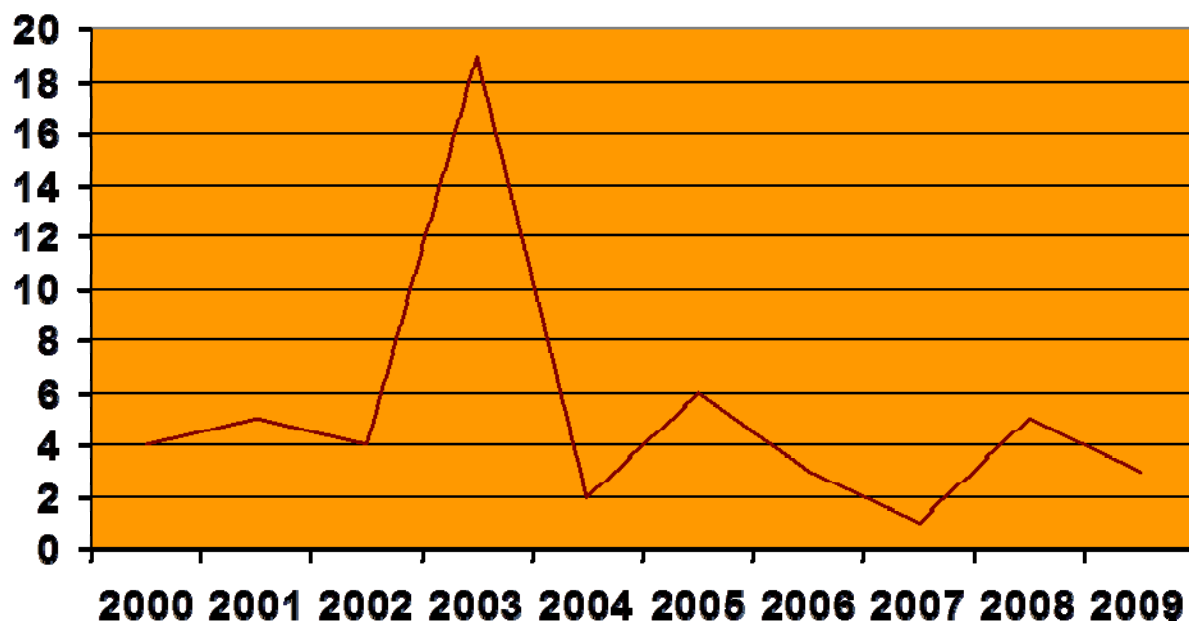


Cause of Death for Teenager IOSME Cases (347 cases from 2000 to 2011)

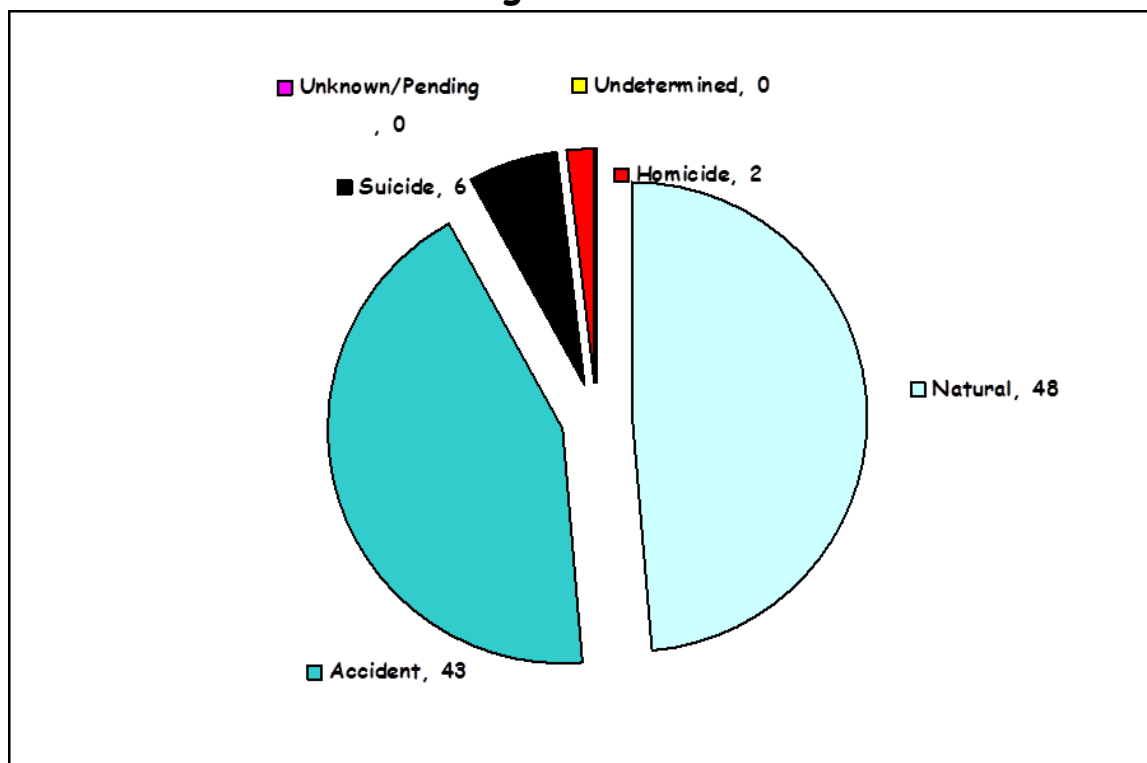
■ Drowning ■ Drug-related ■ Blunt force injuries ■ Other



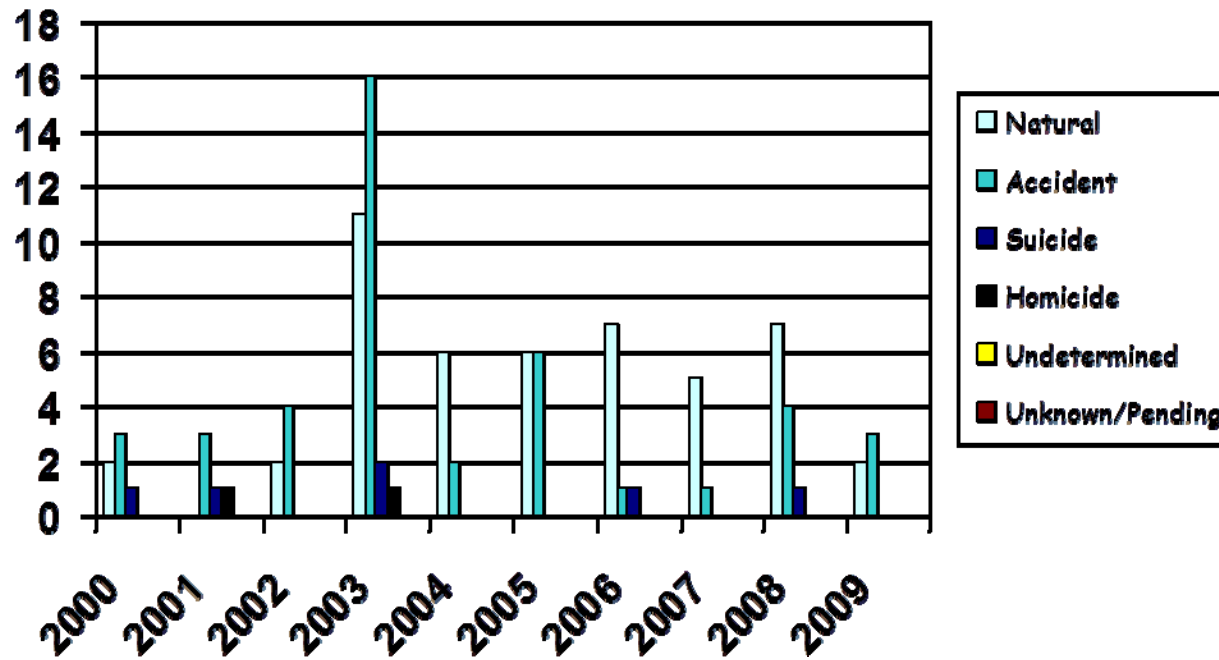
Adair County Deaths Autopsied



Adair County Medical Examiners investigated 99 deaths from January 2000 through December 2009



Deaths Investigated by Adair County Medical Examiners by Year



Adair County Deaths

Year	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009
# of Deaths	109	115	107	118	126	106	119	103	110	88
CME Investigated	6	5	6	30	8	12	9	6	12	5
% of Total	5.50%	4.35%	5.61%	25.42%	6.35%	11.32%	7.56%	5.83%	10.91%	5.68%
Autopsies Requested	4	5	4	19	2	6	3	1	5	3
% of ME Cases	67%	100%	67%	63%	25%	50%	33%	17%	42%	60%

Adair County ME Cases

(Manner of Death)

Year	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009
NATURAL	2	0	2	11	6	6	7	5	7	2
% of ME Cases	33%	0%	33%	37%	75%	50%	78%	83%	58%	40%
ACCIDENT	3	3	4	16	2	6	1	1	4	3
% of ME Cases	50%	60%	67%	53%	25%	50%	11%	17%	33%	60%
SUICIDE	1	1	0	2	0	0	1	0	1	0
% of ME Cases	17%	20%	0%	7%	0%	0%	11%	0%	8%	0%
HOMICIDE	0	1	0	1	0	0	0	0	0	0
% of ME Cases	0%	20%	0%	3%	0%	0%	0%	0%	0%	0%
UNDETERMINED	0	0	0	0	0	0	0	0	0	0
% of ME Cases	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
UNKNOWN / PENDING	0	0	0	0	0	0	0	0	0	0
% of ME Cases	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%

Deaths Reported to Adair County Medical Examiners
(Number autopsied in parenthesis)

Manner	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009
Natural	2	0	2	11	6	6	7	5	7	2
	(2)	(0)	(1)	(0)	(0)	(0)	(2)	(0)	(0)	(1)
Accident	3	3	4	16	2	6	1	1	4	3
	(1)	(3)	(3)	(16)	(2)	(6)	(0)	(1)	(4)	(2)
Suicide	1	1	0	2	0	0	1	0	1	0
	(1)	(1)	(0)	(2)	(0)	(0)	(1)	(0)	(1)	(1)
Homicide	0	1	0	1	0	0	0	0	0	0
	(0)	(1)	(0)	(1)	(0)	(0)	(0)	(0)	(0)	(0)
Undetermined	0	0	0	0	0	0	0	0	0	0
	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)
Unknown/Pending	0	0	0	0	0	0	0	0	0	0
	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)

Cases 30 Days and Under Past Date of Post

Case #	Doctor	Investigator	Clerical Tox Rec'd	Name	Death County	Date of Post	Days Past Post	30 days	MOD	COD
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Cases 30 and 50 Days Past Date of Post

Case #	Doctor	Investigator	Clerical Tox Rec'd	Name	Death County	Date of Post	Days Past Post	30 days	MOD	COD
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Cases 50 and 80 Days Past Date of Post

Case #	Doctor	Investigator	Clerical Tox Rec'd	Name	Death County	Date of Post	Days Past Post	30 days	MOD	COD
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Cases Over 80 Days Past Date of Post

Case #	Doctor	Investigator	Clerical Tox Rec'd	Name	Death County	Date of Post	Days Past Post	30 days	MOD	COD
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Pathologist	INV.	Name	Death County	Date of Post	Days Past DOP	60 Days After Post	90 Days After Post	MOD	Cause of Death	Case #
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Date printed

Cases Not Completed

Page # of #

Pathologist	Case #r	Name	Date of Post	Date D/C Rec'd	Cause of Death	Manner of Death	DC Returned	DC Reason
-------------	---------	------	--------------	----------------	----------------	-----------------	-------------	-----------

Dr.	Case #	Inv.	Cler.	Name	DOP	MOD	COD	Tox	30 Days	60 Days	90 Days	Days Past
-----	--------	------	-------	------	-----	-----	-----	-----	---------	---------	---------	--------------

Pathologist	StateCaseNumber	Name	MOD	COD	Date of Post
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Dr
[Doctor's Name]

Manner of Death

Case #

INV

Name

Cause of Death

- Accident
- Homicide
- Suicide
- Natural
- Undetermined