

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is entered into as the 17 day of July, 2012, by and between the DELAWARE DEPARTMENT OF JUSTICE ("DDOJ"), an agency of the State of Delaware (the "State") and Genoa Group, LLC, a Colorado corporation with offices at P.O. Box 631159, Littleton, Co. 80163 ("Contractor").

WITNESSETH:

WHEREAS, DDOJ desires to obtain the services of Contractor to provide an electronic claims processing software application for use with clients of the Victims' Compensation Assistance Program; and,

WHEREAS, Contractor desires to provide such services to DDOJ on the terms set forth herein; and,

WHEREAS, DDOJ and Contractor each represent and warrant that each party has full right, power and authority to enter into and perform under this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual agreements hereinafter contained, the parties hereto agree as follows:

1. Services.

1.1 Contractor shall perform for DDOJ the services specified in Appendix "A" ("Scope of Work) attached hereto and made a part hereof.

1.2 Any conflict or inconsistency between the provisions of the following documents shall be resolved by giving precedence to such documents in the following order: (a) this Agreement (including any amendments or modifications thereto); (b) DDOJ's request for proposals, attached hereto as Appendix "C"; and (c) Contractor's response to the request for proposals, attached hereto as Appendix "D". The aforementioned documents are specifically incorporated into this Agreement and made a part hereof.

1.3 DDOJ may at any time, make changes in the Scope of Work. No services, which additional compensation may be charged by Contractor, shall be furnished without the written authorization of DDOJ. When DDOJ desires any addition or deletion to the Scope of Work to be provided under this Agreement, it shall notify Contractor, who shall then submit to DDOJ a "Change Order" for approval authorizing said change. The Change Order shall state whether the change shall cause an alteration in the price or the time required by Contractor for any aspect of its performance under this Agreement. Pricing of changes shall be consistent with those established within this Agreement.

1.4 Contractor will not be required to make changes to the Scope of Work that result in Contractor's costs exceeding the current unencumbered budgeted appropriations for the services. Any claim of either party for an adjustment under Section 1 of this Agreement shall be asserted in the manner specified in the writing that authorizes the adjustment.

2. Payment for Services and Expenses

2.1 In consideration of the services provided for under this Agreement, DDOJ agrees to pay Contractor a fee (the "Fee") based upon Contractor's bid proposal attached as Appendix "D". The fee shall be earned as time and expenses are invested in the Work Product. Contractor shall be paid for work performed in the performance of the Scope of Work, except as prohibited under all applicable laws and regulations of the State.

2.2 The Fee shall be paid by DDOJ in accordance with Appendix "B" as follows: Payment due upon completion of the work and acceptance by the Executive Director. No pre-payment or progress payments are required.

2.3 Unless otherwise provided for in an Appendix to this Agreement, all expenses incurred in the performance of services are to be paid by the Contractor.

2.4 Contractor shall submit an invoice to DDOJ upon (i) the completion of the project and (ii) the acceptance by the Executive Director of VCAP. In addition, the Contractor will submit invoices for the annual license and support with sufficient time for the DDOJ to pay 30 days prior to the start of the annual support period. DDOJ agrees to pay the invoice within thirty (30) days of receipt. In the event DDOJ disputes a portion of the invoice, DDOJ agrees to pay the undisputed portion of the invoice within thirty (30) days of receipt and to provide Contractor a detailed statement of DDOJ's position on the disputed portion of the invoice within thirty (30) days of receipt.

2.5 As Delaware is a sovereign entity, neither DDOJ nor the State shall be liable for the payment of Federal, State and Local sales, use and excise taxes, or any similar taxes including any interest and penalties from any related deficiency, which may become due and payable as a consequence of this Agreement.

2.6 Invoices shall be submitted to:
Delaware Dept of Justice
Attn: VCAP Fiscal Manager
900 King St, 4th Floor
Wilmington, De 19801

3. Term

3.1 The effective date of this Agreement shall be the date a valid, executed Purchase Order (the "Purchase Order") covering the Fixed Fee has been approved by the Secretary of the Department of Finance of the State (the "Effective Date").

3.2 The term of this Agreement shall be from date of Effective Date of this contract for three years with 2 one-year options at the discretion of the DDOJ (the "Term").

Any delay of services or change in sequence of tasks must be approved in writing by DDOJ.

3.3 In the event that Contractor fails to complete the Scope of Work or any phase thereof within the time specified in this Agreement, or with such additional time as may be granted in writing by DDOJ, or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Agreement or any extensions thereof, DDOJ shall suspend all further payments to Contractor.

4. Responsibilities of Contractor

4.1 Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by Contractor, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, Contractor shall follow practices consistent with generally accepted professional and technical standards. Contractor shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the Department of Technology and Information ("DTI") published at <http://dti.delaware.gov>, and as modified from time to time by DTI during the term of this Agreement. If any service, product or deliverable furnished pursuant to this Agreement does not conform with DTI standards, Contractor shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform with DTI standards. Contractor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DDOJ or the State caused by Contractor's failure to ensure compliance with DTI standards.

4.2 It shall be the duty of the Contractor to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. Contractor will not produce a work product that violates or infringes on any copyright or patent rights. Contractor shall, without additional compensation, correct or revise any errors or omissions in its work products.

4.3 Permitted or required approval by DDOJ of any products or services furnished by Contractor shall not in any way relieve Contractor of responsibility for the professional and technical accuracy and adequacy of its work. DDOJ's review, approval, acceptance, or payment for any of Contractor's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DDOJ or the State caused by Contractor's performance or failure to perform under this Agreement.

4.4 Contractor shall, without additional compensation, correct or revise any errors or omissions in its work products which are not the result of inaccurate or incomplete information or data furnished by DDOJ or by others at DDOJ's request.

4.4 Contractor shall appoint a Project Manager who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Project Manager, or by Contractor's associates and employees under the personal supervision of the Project Manager. The positions anticipated include:

Project	Team	Title	% of Project Involvement
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4.5 Designation of persons for each position is subject to review and approval by DDOJ. Should the staff need to be diverted off the project for what are now unforeseeable circumstances, Contractor will notify DDOJ immediately and work out a transition plan that is acceptable to both parties, as well as agree to an acceptable replacement plan to fill or complete the work assigned to this project staff position. Replacement staff persons are subject to review and approval by DDOJ. If Contractor fails to make a required replacement within 30 days, DDOJ may terminate this Agreement for default. Upon receipt of written notice from DDOJ that an employee of Contractor is unsuitable to DDOJ for good cause, Contractor shall remove such employee from the performance of services and substitute in his/her place a suitable employee.

4.6 Contractor agrees that its officers and employees will cooperate with Delaware in the performance of services under this Agreement and will be available for consultation with DDOJ at such reasonable times with advance notice as to not conflict with their other responsibilities.

4.7 Contractor has or will retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by the DDOJ, the State of Delaware or any other political subdivision of Delaware.

4.8 Contractor will not use DDOJ's or the State's name, either express or implied, in any of its advertising or sales materials without the DDOJ's express written consent.

4.9 Contractor shall be solely responsible for providing workmen's compensation and unemployment insurance for its employees, as required by law. Contractor shall withhold and pay from the wages and other remuneration of its employees and from payments made to subcontractors or other payees all required Federal and State income taxes, OASDI and Hospitalization taxes, FUTA taxes, backup withholding or other amounts required by Federal or State law to be withheld from any such payments. Contractor shall timely file and provide to its employees and other payees Federal and State Forms W-2, 1099 or other information returns, as required by law.

4.10 Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin. Contractor shall comply with all Federal and State laws, regulations and policies pertaining to the prevention of discriminatory employment practices. Failure to perform under this covenant constitutes a material breach of contract.

4.11 Contractor shall be responsible for providing liability insurance for its personnel.

4.12 Contractor agrees to bear at its own expense, the cost of obtaining and maintaining any permits and licenses and agrees to file in a timely manner all Delaware tax returns or other required tax filings and to pay any and all taxes when due. Contractor and all subcontractors agree to maintain during the entire term of this Agreement a valid Delaware Business License or Licenses under Part III of Title 30 of the Delaware Code and any local or municipal licenses required in any place in which Contractor does business in performing the Scope of Work under this Agreement.

4.13 With respect to any modification of the scope of services to be provided hereunder and with respect to any services to be provided during any extension of the Term, Contractor will prepare in advance a proposed itemized budget and an estimate of the total cost of the services to be provided for approval by DDOJ.

4.14 The rights and remedies of DDOJ provided for in this Agreement are in addition to any other rights and remedies provided by law.

5. DDOJ's Responsibilities

5.1 DDOJ agrees that its officers, employees or designated representatives will cooperate with Contractor in the performance of services under this Agreement and will be available for consultation with Contractor at such

reasonable times with advance notice as to not conflict with their other responsibilities.

5.2 The services performed by Contractor under this Agreement shall be subject to review for compliance with the terms of this Agreement by DDOJ's designated representatives. DDOJ representatives may delegate any or all responsibilities under the Agreement to appropriate staff members, and shall so inform Contractor by written notice before the effective date of each such delegation.

5.3 The review comments of DDOJ's designated representatives may be reported in writing as needed to Contractor. It is understood that DDOJ's representatives' review comments do not relieve Contractor from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.

5.4 DDOJ shall, without charge, furnish to or make available for examination or use by Contractor as it may request, any data which DDOJ has available, including as examples only and not as a limitation:

- a. Copies of reports, surveys, records, and other pertinent documents;
- b. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other document, and information related to the services specified by this Agreement.

5.5 Contractor shall return any original data provided by DDOJ.

5.6 DDOJ shall assist Contractor in obtaining data on documents from public officers or agencies and from private citizens and business firms whenever such material is necessary for the completion of the services specified by this Agreement.

5.7 Contractor will not be responsible for accuracy of information or data supplied by DDOJ or other sources to the extent such information or data would be relied upon by a reasonably prudent Contractor. Anything contained herein to the contrary notwithstanding, Contractor shall not be responsible for or penalized on account of work product deficiencies or performance delays proximately caused by inaccurate or incomplete information or data furnished by DDOJ or by others at DDOJ's request.

5.8 DDOJ agrees not to use Contractor's name, either express or implied, in any of its advertising or sales materials without Contractor's express written consent.

6. Employees

6.1 Contractor has or will retain such employees or subcontractors as it may need to perform the services required by this Agreement. Such employees or subcontractors shall not be deemed to be an agent or employee of DDOJ, the State or any other political subdivision of the State.

6.2 Except as the other party expressly authorizes in writing in advance, neither party shall solicit, offer work to, employ, or contract with, whether as a partner, employee or independent Contractor, directly or indirectly, any of the other party's Personnel during their participation in the services or during the twelve (12) months thereafter. For purposes of this Section 6.2, "Personnel" includes any individual or company a party employed as a partner, member, director, employee or independent Contractor and with which a party comes into direct contact in the course of the services.

6.3 At the DDOJ's discretion, Contractor shall obtain a criminal background check on any or all employees performing work under this Agreement. The DDOJ reserves the right to have an employee be removed from the project based on the results of that criminal background check.

7. Independent Contractor

7.1 It is understood that in the performance of the services herein provided for, Contractor shall be, and is, an independent Contractor, and is not an agent or employee of the State and shall furnish such services in its own manner and method except as required by this Agreement. Contractor shall be solely responsible for, and shall indemnify, defend and save the State harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

7.2 Contractor acknowledges that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of Contractors and any subcontractors, agents or employees employed by Contractor, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of Contractor and any subcontractors, agents or employees employed by Contractor in the negligent performance under this Agreement.

7.3 Contractor acknowledges that Contractor and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of the State, and that they shall not be entitled to any of the benefits or rights afforded employees of the State, including, but not limited to,

sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. The State will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of the State or any of its officers, employees or other agents.

7.4 As an independent Contractor, Contractor has no authority to bind or commit the State. Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between the parties for any purpose.

8. Workproduct; Intellectual Property; Permissions

8.1 All materials, information, documents, and reports, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by Contractor for DDOJ relating to the services to be performed hereunder shall become the property of Delaware and shall be delivered to DDOJ's designated representative upon completion or termination of this Agreement, whichever comes first. Contractor shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by DDOJ. DDOJ shall have the right to reproduce all documentation supplied pursuant to this Agreement.

8.2 Contractor retains all title and interest to the data it furnished and/or generated pursuant to this Agreement. Retention of such title and interest does not conflict with DDOJ's rights to the materials, information and documents developed in performing the project. Upon final payment, Delaware shall have a perpetual, nontransferable, non-exclusive paid-up right and license to use, copy, modify and prepare derivative works of all materials in which Contractor retains title, whether individually by Contractor or jointly with the DDOJ. Any and all source code developed in connection with the services provided will be provided to DDOJ, and the aforementioned right and license shall apply to source code. The parties will cooperate with each other and execute such other documents as may be reasonably deemed necessary to achieve the objectives of this Section.

6.3 In no event shall Contractor be precluded from developing for itself, or for others, materials that are competitive with the Deliverables, irrespective of their similarity to the Deliverables. In addition, Contractor shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques within the scope of its consulting practice that are used in the course of providing the services.

6.4 Notwithstanding anything to the contrary contained herein or in any attachment hereto, any and all intellectual property or other proprietary data owned by Contractor prior to the effective date of this Agreement ("Preexisting Information") shall remain the exclusive property of Contractor even if such

Preexisting Information is embedded or otherwise incorporated into materials or products first produced as a result of this Agreement or used to develop such materials or products. DDOJ's rights under this section shall not apply to any Preexisting Information or any component thereof regardless of form or media.

9. Audit; Record Access and Retention

9.1 Contractor agrees to give DDOJ, the Auditor of Accounts of the State, any private firm of certified public accountants engaged by DDOJ or the Auditor of Accounts of the State, the Attorney General of the State, or any of their duly authorized employees, agents or representatives access to any and all books, documents, papers and records of Contractor that are directly pertinent to this Agreement and Contractor's performance hereunder, for the purpose of making audits, examinations, investigations, copies, excerpts and transcriptions. Such access shall be granted by Contractor during its normal business hours, after receipt by Contractor of at least 24 hours advance notice of a request for such access, at its offices at 9624 Brook Hill Lane, Lone Tree, Co 80124 or at such other place or places agreed to by Contractor and the requesting person. For purposes of this section, the phrase "books, documents, papers and records of Contractor that are directly pertinent to this Agreement" shall mean books, documents, papers and records pertaining to all work performed for and job costs invoiced to DDOJ, but such phrase shall exclude general records such as payroll records and other records of Contractor not pertaining to the work performed for, or the costs invoiced to, DDOJ.

9.2 Contractor shall maintain all public records, as defined by *29 Del. C. §502(7)*, relating to this Agreement and its deliverables for the time and in the manner specified by the Delaware Division of Archives, pursuant to the Delaware Public Records Law, *29 Del. C. Ch. 5*.

9.3 Contractor agrees to retain such records for a period of three (3) years following the termination of this Agreement. The provisions of this section shall survive termination or cancellation of this Agreement.

10. Confidential Information

To the extent permissible under *29 Del. C. §10001, et seq.*, the parties to this Agreement shall preserve in strict confidence any information, reports or documents obtained, assembled or prepared in connection with the performance of this Agreement.

11. Warranty

11.1 Contractor warrants that its services will be performed in a good and workmanlike manner. Contractor agrees to re-perform any work not in

compliance with this warranty brought to its attention within a reasonable time after that work is performed.

11.2 Third-party products within the scope of this Agreement are warranted solely under the terms and conditions of the licenses or other agreements by which such products are governed. With respect to all third-party products and services purchased by Contractor for DDOJ in connection with the provision of the Scope of Work, Contractor shall pass through or assign to the DDOJ the rights Contractor obtains from the manufacturers and/or vendors of such products and services (including warranty and indemnification rights), all to the extent that such rights are assignable.

12. Indemnification; Limitation on Liability

12.1 Contractor shall hold harmless, indemnify and defend DDOJ, the State and their respective officers, agents and employees (the "Indemnified Parties") from any and all losses, damages, costs, expenses, liabilities, obligations, fines, penalties, actions, judgments, suits, and causes of action, claims, demands and proceedings of any kind or description ("Claims") and all costs and expenses of any kind or nature, including, without limitation, all attorneys' fees, disbursements, court costs and any other costs of litigation related thereto arising out of, resulting from or directly or indirectly connected to the performance by Contractor of this Agreement, including, but not limited to Claims arising out of, resulting from or directly or indirectly connected to negligence, intentional misconduct, breach of contract, copyright infringement or other violation, patent infringement or other violation, trademark or service mark infringement or other violation of or by Contractor, its employees, subcontractors, or its agents.

12.2 In case any action shall be brought against the Indemnified Parties, or any of them, based upon any of the above and in respect of which indemnity may be sought against Contractor, the Indemnified Party or Parties shall promptly notify Contractor in writing, and Contractor shall assume the defense thereof, including the employment of counsel, the payment of all expenses and the right to negotiate and consent to settlement with the consent of the Indemnified Party or Parties, which consent shall not be unreasonably withheld or delayed. An Indemnified Party shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party unless the employment of such counsel has been specifically authorized by Contractor, or unless the representation of both Contractor and the Indemnified Party would represent a conflict of interest. Contractor shall not be liable for any settlement of any such action effected without its consent, but if any such action is settled with the consent of Contractor, or if there be a final judgment for the plaintiff in any such action, Contractor agrees to indemnify and does hereby hold harmless the Indemnified Parties from and against any and all loss or liability by reason of such settlement or judgment.

12.3 If DDOJ promptly notifies Contractor in writing of a third party claim against DDOJ or the State that any Deliverable infringes a copyright or a trade secret of any third party, Contractor will defend such claim at its expense and will pay any costs or damages that may be finally awarded against DDOJ or the State. Contractor will not indemnify DDOJ, however, if the claim of infringement is caused by (1) Delaware's misuse or modification of the Deliverable; (2) DDOJ failure to use corrections or enhancements made available by Contractor; (3) DDOJ's use of the Deliverable in combination with any product or information not owned or developed by Contractor; (4) DDOJ's distribution, marketing or use for the benefit of third parties of the Deliverable or (5) information, direction, specification or materials provided by Client or any third party. If any Deliverable is, or in Contractor's opinion is likely to be, held to be infringing, Contractor shall at its expense and option either (a) procure the right for DDOJ to continue using it, (b) replace it with a noninfringing equivalent, (c) modify it to make it noninfringing. The foregoing remedies constitute DDOJ's sole and exclusive remedies and Contractor's entire liability with respect to infringement.

12.4 The provisions of this Section shall survive the termination or cancellation of the Agreement.

13. Insurance

13.1 During the Term of this Agreement, Contractor will maintain in force policies of insurance covering the risks and in the coverage amounts as required by the RFP in Section III. A and required by law.

13.2 Contractor shall provide twenty (20) days written notice of cancellation or material change of any policies.

13.3 In no event shall the State or the DDOJ be named as an additional insured on any policy required under this agreement.

14. Termination

14.1 Unless sooner terminated hereunder, this Agreement shall terminate at the end of the Term or any extension; provided however, that the provisions of this Agreement that survive this Agreement by their own terms shall continue in full force and effect.

14.2 In the event of any dispute or controversy between DDOJ and Contractor arising under this Agreement, Contractor shall diligently continue to perform under this Agreement pending resolution of any such dispute or controversy.

14.3 This Agreement may be terminated in whole or in part by either party for cause in the event of substantial failure of the other party to fulfill its obligations

under this Agreement through no fault of the terminating party; but only after the other party is given:

- a. Not less than fifteen (15) calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with the terminating party prior to termination.

14.4 This Agreement may be terminated in whole or in part by DDOJ for its convenience, but only after Contractor is given:

- a. Not less than fifteen (15) calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with DDOJ prior to termination.

14.5 If termination for default or convenience is effected by DDOJ, DDOJ will pay Contractor that portion of the compensation which has been earned as of the effective date of termination but:

- a. No amount shall be allowed for anticipated profit on performed or unperformed services or other work, and
- b. Any payment due to Contractor at the time of termination may be adjusted to the extent of any additional costs occasioned to DDOJ by reason of Contractor's default.
- c. Upon termination for default or convenience, DDOJ may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event Contractor shall cease conducting business, DDOJ shall have the right to make an unsolicited offer of employment to any employees of Contractor assigned to the performance of the Agreement, notwithstanding the provisions of Section 6.2.

14.6 If after termination for failure of Vendor to fulfill contractual obligations it is determined that Vendor has not so failed, the termination shall be deemed to have been effected for convenience.

14.7 The rights and remedies of DDOJ and Contractor provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

14.8 Gratuities.

14.8.1 DDOJ may, by written notice to Contractor, terminate this Agreement if it is found after notice and hearing by DDOJ that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Contractor or any agent or representative of Contractor to any officer or employee of the State with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.

14.8.2 In the event this Agreement is terminated as provided in Section 14.8.1 hereof, DDOJ shall be entitled to pursue the same remedies against Contractor it could pursue in the event of a breach of this Agreement by Contractor.

14.8.3 The rights and remedies of DDOJ provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

15. Suspension

DDOJ may suspend performance by Contractor under this Agreement for such period of time as DDOJ, at its sole discretion, may prescribe by providing written notice to Contractor at least 15 working days prior to the date on which DDOJ wishes to suspend. Upon such suspension, DDOJ shall pay Contractor its compensation, based on the percentage of the project completed and earned until the effective date of suspension, less all previous payments. Contractor shall not perform further work under this Agreement after the effective date of suspension. Contractor shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from DDOJ to resume performance.

16. Severability

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

17. Assignment; Subcontracts

17.1 Any attempt by Contractor to assign or otherwise transfer any interest in this Agreement without the prior written consent of DDOJ shall be void. Such consent shall not be unreasonably withheld.

17.2 Services specified by this Agreement shall not be subcontracted by Contractor, without prior written approval of DDOJ.

17.3 Approval by DDOJ of Contractor's request to subcontract or acceptance of or payment for subcontracted work by DDOJ shall not in any way relieve Contractor of responsibility for the professional and technical accuracy and adequacy of the work. All subcontractors shall adhere to all applicable provisions of this Agreement.

17.4 Contractor shall be and remain liable for all damages caused by negligent performance or non-performance of work under this Agreement by Contractor, its subcontractor or its sub-subcontractor.

17.5 The compensation due shall not be affected by DDOJ's approval of Contractor's request to subcontract.

18. Force Majeure

Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control.

19. Non-Appropriation of Funds

19.1 Validity and enforcement of this Agreement is subject to appropriations by the General Assembly of the specific funds necessary for contract performance. Should such funds not be so appropriated DDOJ may immediately terminate this Agreement, and absent such action this Agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available, at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

19.2 Notwithstanding any other provisions of this Agreement, this Agreement shall terminate and DDOJ's obligations under it shall be extinguished at the end of the fiscal year in which the State fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.

20. Assignment of Antitrust Claims

As consideration for the award and execution of this contract by DDOJ, Contractor hereby grants, conveys, sells, assigns, and transfers to the State all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the DDOJ pursuant to this contract.

21. Miscellaneous Provisions

21.1 The captions of this Agreement are inserted only for the purpose of convenient reference and shall not be construed to define, limit or prescribe the scope or intent of this Agreement or any part thereof.

21.2 In performance of this Agreement, Contractor shall comply with all applicable Federal, State and Local laws, ordinances, codes and regulations then in force and effect. Contractor shall solely bear the costs of permits and other relevant costs required in the performance of this Agreement.

21.3 Neither this Agreement nor any appendix may be modified or amended except by the mutual written agreement of the parties. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.

21.4 The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

21.5 Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

21.6 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, DDOJ shall have the right to annul this Agreement without liability or at its discretion deduct from the Fixed Fee or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

21.7 This Agreement was drafted with the joint participation of both parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning thereof.

22. Notices

22.1 All notices, reports or other written communication required or permitted hereunder shall be given in writing by certified or registered mail, return receipt requested, nationally recognized private courier (provided that written evidence of

the date of delivery by such courier is available) or facsimile (provided that written evidence of the date of receipt of such facsimile transmission is available) to the addresses or facsimile telephone numbers set forth below, with electronic copy via email as noted below or to such other addresses or facsimile telephone numbers as the parties shall designate in writing, from time to time:

If to DDOJ:

Delaware Department of Justice
Attention: Earl McCloskey
820 N. French Street
Dover, DE 19801
Email: earl.mccloskey@state.de.us

Facsimile: (302) 577-8400

If to Contractor

Genoa Group, LLC
Attn: William L. Ross, President
P.O. Box 631159
Littleton, Co 80163
Email: WLR@genoagroup.com

Facsimile: (303) 265-9596

- 22.2 If notice is given by United States Mail, it shall be deemed given three (3) calendar days after the post-marked date thereof, or sooner if the return receipt so indicates; if by nationally recognized private courier, on the date delivered by such nationally recognized private courier, as confirmed by written evidence of such delivery, and if by facsimile on the date transmitted to the other party.

23. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, except where Federal Law has precedence. Contractor consents to jurisdiction venue in the State of Delaware.

24. Complete Agreement

24.1 This agreement and its Appendices shall constitute the entire agreement between DDOJ and Contractor with respect to the subject matter of this Agreement and shall not be modified or changed without the express written consent of the parties. The provisions of this agreement supersede all prior oral and written quotations, communications, agreements and understandings of the parties with respect to the subject matter of this Agreement.

24.2 If the scope of any provision of this Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the Agreement shall not thereby fail, but the scope of such provision shall be curtailed only to the extent necessary to conform to the law.

24.3 Contractor may not order any product requiring a purchase order prior to DDOJ's issuance of such order. Each Appendix, except as its terms otherwise expressly provide, shall be a complete statement of its subject matter and shall supplement and modify the terms and conditions of this Agreement for the purposes of that engagement only. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the parties hereto with respect to the subject matter hereof.

25. Seal

The parties hereto are executing this Agreement under seal, and acknowledge that this document is made under seal for the purpose of granting each party an extended period within which to enforce the terms of this Agreement.

[This space intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed and sealed this Agreement as of the date first above written.

WITNESS:

DELAWARE DEPARTMENT OF JUSTICE

Original on File

Earl McCloskey
Name:

By: _____ (SEAL)
Name: Earl M. McCloskey
Title: Director of Operations

WITNESS:

GENOA GROUP, LLC

Original on File

William L. Ross
Name:

By: _____ (SEAL)
Name: William L. Ross, President
Title: President

APPENDIX "A"

TO PROFESSIONAL SERVICES AGREEMENT

SCOPE OF WORK

The scope of this project is to replace the current manual and semi-automated process with a full-fledged electronic process ("paperless") that would improve and simplify the current tracking and accounting process and store the information for recall for investigating and final approval.

1. The complete specifications of a Comprehensive Electronic Claims Processing Application will be developed in accordance with the terms of the RFP, GENOA GROUP'S Proposal and revised response. The final functionality requirements, workflows, and business rules of which will be developed by the Executive Director and Genoa Group as they work together and then approved by the VCAP Executive Director. The final functionality requirements, workflows, and business rules once determined, shall be made a part of this agreement and incorporated by future reference by amendment.
2. At a minimum, the requirements shall include, but not be limited to the following integrated modules:
 - i. Needs to be able to receive new claims from an electronic interface, internal interview, and paper forms (*and to be capable of accepting electronic claims via an external interface should one be developed in the future*)
 - ii. Needs to present relevant sections to interviewer/applicant based on type of crime and/or loss information
 - iii. Needs to keep track of victims, claims, payouts, and all documentation
 - iv. Needs to have appropriate document management to maintain and organize receipts and associated documents for each claim
 - v. Needs to be able to link victims with claims, and if VCAP personnel creates a new claim for same victim it will be associated with that victim
 - vi. Needs to be able to generate letters
 - vii. Must enforce 3-5 workflows for claim processing
 - viii. DDDOJ must have ability to modify workflow as needed
 - ix. Must be able to perform 10 types of reports including several dashboards

- x. Needs to eliminate need to re-key common data fields between the various functions
- xi. Needs to produce payment vouchers for approval

Internal Interface

- i. Interface will be used by Victim Advocate, service worker, and VCAP personnel
- ii. Role based security will limit what a user may see or edit
- iii. Interface must allow creating of new claim using a long form
- iv. Interface with the State of Delaware's PHRST system to request authorized checks to be issued for payment to victims
- v. Interface maintains claim payouts based on given formula
- vi. Executive Director and Administrators will be able to modify claim payment amounts formula

Administrative Interface

- i. Must be secured interface for the Executive Director
- ii. Must be able to edit rules for claim thresholds for all new and or pending claims
- iii. Executive Director has the ability to change funding source for claims

APPENDIX B

PRICE SCHEDULE

Pricing and Fees

Initial Installation Multi-user CCVC Software (unlimited internal users) including document imaging, SQL Server database (no software licenses), full document imaging (no hardware), on-site user training and first year technical support from acceptance date. As well as the full scope of work based on negotiation and Appendix A.	\$95,400
Data migration and business rule implementation. Other modifications to CCVC as required for Delaware statutes and processes.	22,000
PeopleSoft web calls and additional programming	7,200
CCVC first year total:	\$124,600

Annual Software License and Support

Annual remote Software Support and licensing of CCVC - effective after 12 months from acceptance.	\$18,900
CCVC Annual License and Support:	\$18,900

Optional Items

Annual on-site, 2-day workshop. User refresher training after first year.	\$4,800
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Payment terms: Initial Installation total due upon completion of the work and acceptance by the Executive Director. No pre-payment or progress payments are required.

Annual software license and support fees are due 30 days prior to start of annual support period.

APPENDIX C

DDOJ RFP; including addendums and amendments

APPENDIX D

GENOA GROUP LLC PROPOSAL
Dated November 16, 2011

and

GENOA GROUP LLC REVISED RESPONSE
Dated January 31, 2012