

AGREEMENT

Title: Prescription Monitoring Program

This Agreement is entered into this ____ day of _____, 2011 (Effective Date), by and between the State of Delaware, Department of State, Division of Professional Regulation, ("DPR") and Health Information Design (HID) ("Vendor") an Alabama corporation with offices at 391 Industry Drive Auburn, Alabama 36832.

WHEREAS, The State of Delaware, Division of Professional Regulation seeks a Commercial off the Shelf (COTS) system and related services for the Electronic Data Collection of Controlled Substances Prescription Information; and

WHEREAS, The Delaware Prescription Monitoring Program (PMP) shall consist of a database that includes information for prescriptions which are provided in the Code of Federal Regulations. Title 21, CFR Part 1308 authorizes the Division of Professional Regulation (DPR) to establish and maintain a program to monitor the prescribing and dispensing of all Schedule II, III, IV and V controlled substances by professionals licensed to prescribe or to dispense such substances in Delaware, and to improve DPR's ability to identify and stop diversion of prescription drugs in an efficient and cost effective manner that does not impede the appropriate medical utilization of controlled substances; and

WHEREAS, the primary function of the Delaware Prescription Monitoring Program (PMP) is to provide for a central repository for all Schedule II-V controlled substance prescriptions dispensed in Delaware. Authorized persons may request information from this repository to assist them in identifying and deterring drug diversion, consistent with 16 *Del. C.* § 4798. Assuring confidentiality and the security of the data is a primary consideration for this program to include data collection, transmission of requests, and dissemination of reports.

NOW, THEREFORE AND IN CONSIDERATION OF the premises and mutual agreements contained herein, DPR and Vendor agree as follows:

1. Services

- 1.1. DPR shall designate a day-to-day State Contract Manager (CM). The State CM shall serve as a liaison between the Vendor for Agreement. All pertinent aspects of this Prescription Monitoring Program contract shall be coordinated through the State CM and approved by DPR.
- 1.2. The Vendor shall designate a full-time Client Manager who shall be responsible for all activities under Agreement, which are the responsibility of Vendor. The Client Manager shall meet regularly with the State CM to review Prescription Database Monitoring activity, status and prioritization with DPR of planned Prescription

Monitoring Program services, Customer service activity, Customer satisfaction survey results, and any other issues that require review by the parties.

1.3. Vendor shall perform for DPR the services specified in this Agreement, attached hereto, incorporated herein, and made a part hereof by reference.

1.4. The Vendor shall be responsible for the development, maintenance and support of Prescription Monitoring Program application. The Vendor shall recommend Prescription Monitoring Program services that shall provide effective and enhanced State information collection and dissemination to Customers.

1.5. Administrative management of the Prescription Monitoring Program application, such as planning, design, development and other business management activities, shall be the responsibility of the Vendor.

1.6. The Vendor shall advise DPR of any effective or proposed legislation or regulations that may impact DPR's Prescription Monitoring Program objectives or applications as well as any legislation that may be required to facilitate the achievement of DPR's Prescription Monitoring Program objectives throughout the life of this Contract.

1.7. The Vendor shall describe, as applicable to general service issues, in writing, the following:

- 1.7.1. How service deficiencies shall be reported to DPR
- 1.7.2. The Party or Parties responsible for correction,
- 1.7.3. How new software updates shall be provided to DPR, and

1.8. It is agreed that the resolution of any service issue shall be provided at no additional cost to DPR

2. Data Collection from Dispensers

2.1. The Vendor shall be responsible for the professional quality, timely completion and coordination of all services provided by the Vendor, its subcontractors and its principals, officers, employees and agents under this Agreement. In performing the specified services, Vendor shall follow practices consistent with generally accepted professional standards.

2.2. Data collection from Dispensers

2.2.1. Data shall be collected by the Vendor in the format established by the American Society for Automation in Pharmacy ("ASAP") and as set forth in

ASAP Rules Based Implementation Guide for Prescription Monitoring Programs.

2.2.2. The Vendor shall prepare and provide to dispensers any instructions needed to comply with reporting requirements, including technical assistance. DPR reserves the right to review and approve any communications, to dispensers, prior distribution to dispensers. DPR shall provide the Vendor with a list of dispensers required to report, which shall include the dispensers' names and addresses. The dispensers shall include, but not be limited to:

- 2.2.2.1. Retail pharmacies;
- 2.2.2.2. Retail non-pharmacies;
- 2.2.2.3. Wholesale distributors;
- 2.2.2.4. Hospitals;
- 2.2.2.5. Non-resident pharmacies;
- 2.2.2.6. Controlled substance registrants

2.2.3. An updated list of dispensers shall be provided, by DPR, as needed to the Vendor.

2.2.4. The Vendor shall have a toll-free number and email address by which dispensers may contact the Vendor to resolve problems and receive information concerning data transmission. The toll-free number shall be staffed Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Voice mail access shall be available at all other times. In addition, the Vendor shall provide online tutorial education for users, as needed.

2.2.5. The Vendor shall collect all prescription data from all dispensers at regular intervals established by DPR. The Vendor shall document receipt of each data transmission from a dispenser, and shall acknowledge to the dispenser the receipt of data transmission.

2.2.6. The Vendor shall be able to receive electronic prescription information transmitted directly from dispensers, seven days a week, and twenty-four hours per day. Data collected from the dispensers regarding each Schedule II-V prescription, shall include, but not be limited to, the following information:

- 2.2.6.1. Dispenser name
- 2.2.6.2. Dispenser DEA registration number;
- 2.2.6.3. Date drug was dispensed;
- 2.2.6.4. Prescription number;
- 2.2.6.5. Whether prescription is new or a refill;
- 2.2.6.6. NDC code for drug dispensed;
- 2.2.6.7. Quantity dispensed;

- 2.2.6.8. Approximate number of days supplied;
- 2.2.6.9. Patient name;
- 2.2.6.10. Patient address;
- 2.2.6.11. Patient date of birth;
- 2.2.6.12. Prescriber DEA registration number and name;
- 2.2.6.13. Date prescription issued by prescriber;
- 2.2.6.14. Source of payment.

The Vendor shall collect the electronic data in the ASAP format from dispensers by secure e-mail, i.e.encrypted at both the sender and receiver level, telephone modem, diskette, CD-ROM, tape, secure FTP, Virtual Private Network (VPN) or other agreed upon media.

The Vendor shall also accept written paper reports on a form approved by DPR; provided the dispenser has been granted a prior waiver by DPR to do so. DPR estimates that less than five (5) percent of the dispensers may request a waiver. The Vendor shall be responsible for providing a form for this purpose to the dispenser. The Vendor shall enter data submitted on paper into the data file within two (2) days of receipt.

2.2.7. Dispensers under common ownership shall be permitted to submit their data in a single, joint transmission, provided each separate dispenser is clearly identified for each prescription dispensed. The Vendor is responsible for monitoring that each dispenser has submitted data on the required schedule, and for notifying both the dispenser and DPR of any failure to do so.

2.2.8. The Vendor shall perform data checks to ensure that the data submitted meets the accuracy and completeness threshold established by DPR; i.e. patient names and addresses.

2.2.9. If a data file submitted by a dispenser does not meet the established threshold for accuracy and completeness of data, the Vendor shall be responsible for notifying the dispenser, specifying the problem with the data, and ensuring that the data is promptly corrected and resubmitted by the dispenser. Electronic notification is preferred for DPR. Paper mail notification may be necessary for some dispensers. If the data is not corrected and returned by a DPR established deadline, the Vendor shall report this to DPR.

3. Database Management

3.1. The Vendor shall host the DE PMP database remotely. The database and all of the data in the database shall belong to DPR. Vendor is required to provide DPR with a yearly schedule for the escrow of software and data.

- 3.2. The Vendor shall be responsible for maintaining the computer hardware and software that shall be used by the Vendor and DPR for data collection and reporting.
- 3.3. The system shall provide for Data Normalization; i.e. patients with multiple names.
- 3.4. When requested by DPR, the Vendors shall destroy all requested data in all of its forms, disk, CD/DVD, tape, paper, for examples. Data shall be destroyed according to National Institute of Standards and Technology (NIST) approved methods and certificates of destruction shall be provided to DPR.
- 3.5. Conversion of Drug Enforcement Agency (DEA) registration numbers: When a dispenser reports to the system, the DEA registration numbers of the prescriber and dispenser shall be reported. The system shall convert the DEA registration numbers to prescriber and dispenser name, address and registered schedules. DPR shall provide the DEA registration database. The system shall allow authorized DPR staff to search all prescriptions that contain unknown DEA numbers and correct inaccurate/invalid DEA numbers through a 'Search and Replace' function.
- 3.6. Conversion of NDC (National Drug Code) numbers: The system shall convert NDC numbers to drug name, strength, controlled substance schedule and dosage form, both at the point of data import and also retrospectively upon receiving NDC number updates. The Vendor shall maintain a current reference source of NDC numbers.
- 3.7. The Vendor shall maintain all data for not less than ten (10) years.

4. Queries and Reports

- 4.1. All plans and procedures for reporting data shall be adopted in consultation with and subject to approval of DPR.
- 4.2. Data that has satisfied checks for accuracy and completeness shall be accessible by DPR as soon as possible after submission and, at most, no later than twenty-four (24) hours after submission.
- 4.3. The Vendor shall prepare reports for DPR at the end of each reporting period identifying dispensers that have not submitted a required report and dispensers that submitted a report which was subsequently rejected.
- 4.4. The system shall allow authorized DPR staff to search, correlate, query, and match records on all variables contained in the records in order to ascertain all instances in which the records of a single patient are misidentified as being the records of two or more patients.

4.5. The system shall create the following basic reports, in a format approved by DPR:

4.5.1. Patient report, to include patient name and date of birth, drug name, date filled, quantity and days supply, dispenser and prescriber name and address;

4.5.2. Prescriber report, to include prescriber name and address, patient name, drug name, date prescribed and filled, and pharmacy name and address; and address;

4.5.3. Dispenser report, to include dispenser name and address, patient name, drug name, date filled, quantity and days supply, and prescriber name and address.

4.6. DPR shall have the option to request ad hoc reports as necessary throughout the life of this Agreement.

4.7. The system shall be able to identify the number of registered user requests made by user type, reports based on the registered user requests, and system logins/logouts. An exact, unalterable copy of any such report shall be saved by the Vendor.

4.8. The system shall enable DPR to perform ad hoc queries to respond to requests from other states' primary monitoring authorities, the Delaware Department of Health and Human Services, and licensing boards; to respond to lawful court orders and requests from law enforcement ; and to provide reports for statistical, research or educational purposes. Since these queries and reports may vary in substance, an ad hoc query and reporting function is an essential aspect of the system. The Vendor shall maintain a historical record of reports created by requestors and maintained for not less than ten (10) years.

4.9. The system shall have the capability to produce automatic threshold reports and templated notices. DPR requires a threshold report template designed by the Vendor that will enable DPR to change the parameters, independent from the Vendor, for producing automatic threshold reports. The Vendor shall assist in defining threshold criteria.

4.10. The system shall provide for Grant Reporting of performance measures and the ability to interface with PMP systems in other jurisdictions.

5. Secure Web Services

5.1. The system shall provide for an electronic user registration process and allow DPR to authenticate user registrations before providing login accounts. Users

include prescribers, dispensers, regulatory and certain DPR staff. Only registered users shall be allowed to request program information. The system shall meet the privacy and security standards of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191, in addition to common internet industry standards for privacy and security. Additionally, the system shall allow for configuration of multiple levels of security access for the different categories of authorized users as required. Examples of such access shall include an administrator level for DPR staff, a level appropriate for dispensers/prescribers, and a level appropriate for certain regulatory staff.

- 5.2. The system shall permit multiple users to simultaneously access the system and in the same applications at the same time.
- 5.3. The system shall provide for custom screens with multiple data filters.
- 5.4. The system shall permit a registered user to request and receive information, including automatic reports, via the Internet. The user shall automatically receive reports without intervention by DPR. Users shall be able to access the system 24/7.
- 5.5. DPR shall be able to process requests received by multiple means, i.e., phone, fax, e-mail, or in person for which DPR shall be able to query the system to respond to those requests.
- 5.6. DPR shall be able to communicate information of interest to registered users of the web-based program through broadcast alerts and/or an information section of DPR's the home page.

6. Data Security & Confidentiality

- 6.1. The Vendor shall comply with Federal, State of Delaware and DPR privacy and security laws, regulations and rules.
- 6.2. The Vendor shall provide documentation of internal and external security controls, and their compliance with industry standards.
- 6.3. The Vendor shall disclose its security processes and technical limitations to the DPR such that adequate protection and flexibility can be attained between the DPR and the Vendor.
- 6.4. For any breach or suspected breach of security or detection of any suspicious intrusion that is or has occurred that jeopardizes the DPR data or processes the Vendor shall:
 - 6.4.1. Notify DPR immediately, within 24 hours of its discovery, by telephone or e-mail,

- 6.4.2. Provide full disclosure of the assets that may have been compromised by such breach.
- 6.4.3. Conduct a full investigation,
- 6.4.4. Confiscate and secure any evidence in conjunction with any such occurrences,
- 6.4.5. Provide DPR with a written report of the status of the investigation within three (3) business days of first learning of the breach,
- 6.4.6. Subsequently supply a written report outlining the impact of the breach and the steps taken to correct the situation and prevent future breaches, and
- 6.4.7. Inform DPR of the actions it is taking or will take to reduce the risk of further loss to DPR;
- 6.4.8. If the breach requires public notification, all communication shall be coordinated with DPR;
- 6.4.9. Assist DPR, in communicating with customers and stakeholders, including testifying, in any proceedings or hearings, which may be scheduled with respect to any security violation.
- 6.4.10. The Vendor will pay the cost of response and recovery from a data breach. DPR will expect to recover all breach costs from the Vendor.

6.5. Cloud Computing

- 6.5.1. The Vendor shall encrypt all non-public data in transit to the cloud.
 - 6.5.2. The Vendor shall comply with the ISO/IEC 27001 standard for information security management systems, providing evidence of the Vendor's certification or pursuit of certification.
- 6.6. The Vendor shall disclose to DPR a description of its roles and responsibilities related to electronic discovery, litigation holds, discovery searches and requests for testimony.
- 6.7. The Vendor shall disclose its process for responding to subpoenas, service of process and other legal requests.

7. Hosting & Management Services

- 7.1. The Vendor shall host the Prescription Monitoring Program application environment. The Vendor shall be responsible for the acquisition and operation of all hardware, software and network support related to the PMP application. The Vendor shall ensure that the PMP application environment is used primarily to meet the objectives set forth by DPR in this Agreement. The technical and professional activities required for establishing, managing, and maintaining DPR's Prescription Monitoring Program application are the responsibilities of the Vendor.

- 7.2. The web portal hosting site environment shall include redundant power, fire suppression, and 24 hours per day, 365 days per year on-site security. The hosting environment shall include:
- 7.2.1. Redundant Internet connectivity,
 - 7.2.2. Redundant firewalls,
 - 7.2.3. Virtual Private Network (VPN) services,
 - 7.2.4. Secured remote access methods,
 - 7.2.5. Fault tolerant internal network with;
 - 7.2.5.1. Gigabit Ethernet backbone,
 - 7.2.5.2. Clustered central file and database servers,
 - 7.2.5.3. Load balanced application, and web servers,
 - 7.2.5.4. Hardware accelerator,
 - 7.2.5.5. Three tier development environment,
 - 7.2.5.6. Nightly backups,
 - 7.2.6. Monitoring of all services and servers.
- 7.3. The Vendor shall provide scalable security solutions for web and Internet services at the network and application level that meet or exceed the State's security standards and policies. The security solutions shall include secure sockets layer(SSL) certificates, user authentication and single sign on (SSO), application firewalls, intrusion detection system (IDS) monitoring, public key infrastructure (PKI) and digital signatures. The Vendor shall provide network security including authentication options, privacy, backup and disaster recovery.
- 7.4. The Vendor shall ensure that personal and private information held in State government custody and used in projects within the scope of this Agreement is neither compromised nor inadvertently exposed. This includes established processes and procedures to ensure that confidential information cannot be accessed by unauthorized individuals.
- 7.5. The Vendor shall be responsible for all costs associated with the acquisition and maintenance of the hardware and software, as well as any telecommunications connections between the Vendor's and State's computing environments in support of centralized operations or direct support of the PMP application.
- 7.6. If the Vendor chooses to use leased line connections, these connections shall be protected by a network security firewall approved in advance by DPR. If the Vendor proposes to use any public, non-trusted medium (e.g., the Internet), the Vendor shall build and maintain a secure VPN.
- 7.7. The Vendor shall submit a detailed narrative and system design including the hosted environment and all associated security devices. Modifications to this environment, including configuration changes, hardware or software changes, process changes and/or any variation that may impact the integrity of the

submitted design, or compliance with State standards and policies, shall be approved, in advance by DPR.

8. Customer Service

- 8.1. The Vendor shall provide for Customer Service assistance to users of DPR's PMP services.
- 8.2. The first contact point for Customer Service shall be the Vendor. The Vendor shall resolve all issues related to usage, navigation, applications, or Customer problems regarding the PMP application. Any issues regarding the back-end processing of State applications or State maintained web pages shall be forwarded to the help facility within the DPR.
- 8.3. Telephone and e-mail support shall be available Monday through Friday from 8 am – 5 pm EST. This support shall be offered by the Vendor to all Customers without charge.
- 8.4. A record of telephone calls and e-mail questions and their disposition may be requested by the State CM or DPR for review.
- 8.5. Telephone and e-mail support requirements shall include the following:
 - 8.5.1. Logging of Customer telephone calls and e-mails to ensure inquiries are properly addressed in a timely fashion.
 - 8.5.2. Review of telephone calls and e-mail logs to identify and rectify frequent inquiries.
 - 8.5.3. Reporting of telephone calls and e-mail logs to DPR on an agreed upon schedule and manner. This includes various reports that shall help DPR identify Customer issues.
 - 8.5.4. On-line Help Information and References (e.g., icons, directories, tutorials, for its services to Customers).
- 8.6. The Vendor shall use Customer Relations Management (CRM) tools to track interactions and patterns of interactions between Customers and the State's web portal. The Vendor shall analyze this data and develop features and services that shall enhance the Customer experience, increase portal utilization and encourage continuing use of the PMP.
- 8.7. The Vendor shall periodically conduct Customer satisfaction surveys for the purpose of determining the level of use, acceptance, and ease of use of Prescription Database Monitoring applications. The Vendor shall, at agreed upon intervals, report to DPR on how the issues identified in Customer surveys are being addressed.

8.8. The Vendor shall provide any necessary training, as required, for DPR personnel or Customers of Prescription Monitoring Program application.

9. **Organization & Staffing**

9.1. The Vendor shall provide an organization chart reflecting the proposed staffing required to fully execute DPR's PMP. A comprehensive staffing plan shall outline Vendor staff responsibilities and office locations necessary to develop the PMP application and manage the PMP environment.

9.2. The Vendor shall be properly licensed to conduct business in the State of Delaware. The Vendor must maintain licensure throughout the life of contract.

9.3. Vendor shall be responsible for all updating of DPR data production systems. DPR shall assist the Vendor in planning and testing all communication connections to State sites. If additional State government staff assistance is required for Prescription Database Monitoring activity, that assistance shall be specified in a proposal delivered to DPR, specifically by role and involvement.

9.4. The Vendor and all of Vendor's strategic business partners shall adhere to and sign all applicable State policies related to technology use and security.

9.5. The Vendor shall identify all of its strategic business partners who shall be involved in any PMP application development and/or operations.

9.5.1. The Vendor shall identify and submit for approval to DPR, the names and business addresses of entities who shall serve as sub vendors or sub contractors, under this Agreement, in writing.

9.5.2. The Vendor's sub vendors or sub contractors shall qualify to do business in the State of Delaware.

9.6. The Vendor shall be solely and exclusively responsible for the hiring, firing, recruiting, managing, and training of its employee, sub Contractors and sub Vendors. Vendor shall agree to undertake such background checks and other procedures as may be requested by DPR.

9.6.1. The Vendor shall not employ any staff (including sub Contractors and sub Vendors) to fulfill the obligations of the contract who has been convicted of a felony or class A misdemeanor.

9.7. The DPR shall have the right at any time to require that the Vendor remove from interaction with State any Vendor's representative who DPR believes, in good faith, is detrimental to its working relationship with the Vendor. DPR shall provide the Vendor with notice of its determination and the reasons for the requested removal. If DPR signifies that a potential security violation exists with respect to such request, the Vendor shall immediately remove such

individual or entity. The Vendor shall not assign such person or entity to any aspect of Agreement, or future work orders without the DPR's prior written consent.

9.8. The Vendor shall compartmentalize job duties, perform background checks, require/enforce non-disclosure agreements, and limit staff knowledge of customer data to that which is absolutely needed to perform job duties.

10. Applications Development Framework

10.1. The Vendor shall describe its application development and maintenance methodology. This description shall include, but not be limited to, major project phases, project management processes, lists and descriptions of the project deliverables to be produced. The Vendor shall identify all checkpoints within their methodology where DPR's acceptance/signoff is required. In addition, the Vendor shall explain how each of the following processes shall be performed and what role DPR shall have in the process:

10.1.1. **Software Quality Assurance** – review and audit of software products and activities to verify compliance with applicable procedures and standards (identify types of established procedures and standards).

10.1.2. **System testing** – testing conducted to review product code for accuracy of processing as well as accuracy of operation.

10.1.3. **Acceptance testing verification and validation** - verification that a product meets the specifications and validation that the product meets the Customer's needs.

10.1.4. **Risk Management** - identification, analysis and prioritization of risks with associated plans to eliminate or mitigate those risks.

10.1.5. **Application Maintenance** – general updates to the PMP including service packs and upgrades.

11. Project Management

11.1. The Vendor shall describe its project management and execution methodology that delineate how the Vendor shall manage the specific tasks and projects under this Agreement. The Vendor shall comprehensively narrate how it shall manage hosting and Agreements while ensuring completion of the Vendor's responsibilities' and accomplishing the required objectives.

11.2. The Vendor shall provide a plan for implementation and ongoing support of the project. Staffing and timelines shall be included in the plan. The following phases shall be listed and described:

11.2.1. Initialization of project

11.2.2. System hardware and software implementation

- 11.2.3. Application development and implementation
- 11.2.4. On-going operations
- 11.2.5. The approximate length of time required after award date, before services shall be operational.
- 11.2.6. Definition of the timeframes for each implementation activity and requirement to be fulfilled.
- 11.2.7. A proposed installation schedule that identifies complete installation of all Vendor's services.
- 11.2.8. Definition of any services that will be the responsibility of DPR and the timeframe for their implementation.

11.3. Advance notice shall be given to DPR of any major upgrades or system changes that the Vendor proposes. DPR reserves the right to defer these changes if desired.

12. Pilot Testing

12.1. The Vendor shall provide a pilot implementation of the service in order for DPR to test the proposed service compliance with interfaces, policies and other services. The testing period shall be determined by DPR and the Vendor.

13. Integration with Existing Systems

13.1. Integration with NABP's PMP Interconnect system shall be required.

14. Data Repository

14.1. The Vendor shall describe how it will provide for the storage and management of data that is being utilized to provide services to the public. This requirement includes provision for backup copies of the data, so that reconstruction of lost data does not involve the use of original data sets.

15. Network Topology

15.1. In order to provide for adequate network performance, the engineering of network connections between the Vendor's data center(s) and servers, and their respective Internet Service Providers (ISPs) shall be described. The Vendor shall describe how the data center(s) and/or servers shall connect to its Internet Service Providers and how the connection shall be established between the Vendor's data center(s) and servers and the Collection from Dispensers. The Vendor shall address how the Vendor's facilities and ISP connections shall be engineered to maximize end-to-end performance and minimize the number of router hops in reaching Dispensers.

16. Technical and Architectural Standards

16.1. Compatibility and consistency with the State's technical architecture shall minimize potential problem areas relative to interfacing with legacy state systems. These standards may be found here: <http://dti.delaware.gov/information/standards-policies.shtml>.

16.2. Variation from these standards and policies or from commonly accepted practice shall be specifically detailed and shall be approved in advance by the Delaware Department of Technology and Information.

17. Software and Documentation Policy

17.1. The Vendor shall deposit on a quarterly basis the most recent version of the source code and documentation of all applications in an escrow account with a neutral third party mutually agreed to by the Vendor and DPR. The cost of the escrow account shall be borne by the Vendor. The Vendor shall agree to the following terms associated with all software, except third party licenses, associated with any applications or systems developed under this Agreement: DPR shall have the option, upon termination or expiration of Agreement, awarded, in connection with all application and portal software, documentation and source code (whether originally developed by the Vendor or a third party), but not software or documentation created by third parties and purchased by Vendor, together with any software updates or upgrades made by the Vendor over the life of Agreement, but excluding third party software, documentation, source code, object code, and updates, to exercise one or more of the following:

17.1.1. Contract with Vendor for a software license and ongoing support upon mutually agreeable terms and conditions; or

17.1.2. Select a new Vendor and elect to have new Vendor support all existing systems; or

17.1.3. Operate all existing systems under a perpetual software license including the transferable interests in any third party software licenses at the end of the Master Contract at no cost to DPR.

17.2. The Vendor shall allow DPR to make additional modifications, upgrades, and enhancements to the software, or to purchase or otherwise acquire such modifications, upgrades, and enhancements, as it sees fit, for the purposes of maintaining and operating all of the current and new applications developed by the Vendor under the terms of Agreement.

17.3. Any item deemed out of compliance with STATE STANDARDS for data and software security, software applications and other contract specifications and requirements shall be remedied by Vendor to the satisfaction of DPR as part of Vendor's responsibilities under the ongoing maintenance agreement and at the sole cost of Vendor.

18. Security and Authentication Services

18.1. Vendors shall comply with and adhere to the State of Delaware IT Security Policy and Standards where applicable. These policies may be revised from time to time and the Vendor shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available at: www.DTI.Delaware.gov. The Vendor shall sign the Vendor Confidentiality (Non-Disclosure) and Integrity of Data Agreement attached, hereto and incorporated herein by reference.

18.2. The Vendor shall:

- 18.2.1.** Ensure that all DPR data is protected with stringent security measures.
- 18.2.2.** Promote and maintain among the Vendor's employees and agents an awareness of the security needs of DPR's data,
- 18.2.3.** Safeguard the confidentiality of information and the integrity and availability of data while it is created, entered, processed, communicated, transported, disseminated, stored, or disposed of by means of information technology,
- 18.2.4.** Ensure that appropriate security measures are put in place to protect the Vendor's internal systems from intrusions and other attacks, whether internal or external, e.g., message interception, tampering, redirection, or repudiation.
- 18.2.5.** Assure confidentiality of data
- 18.2.6.** Provide the ability to execute secure, authenticated, two-way transactions as well as ensure that all other data is encrypted beyond the reasonable threat of an attack;
- 18.2.7.** Assure integrity of data
- 18.2.8.** Maintain access control
- 18.2.9.** Provide authentication and audit capabilities
 - 18.2.9.1.** Implement date-time stamp and an audit trail for identifying all network security breaches and attempted breaches; implement penetration analysis and intrusion detection policies to ensure that the application remains secure over time.

18.3. Any and all remote administration of the hardware, operating system, or application software shall require approved authentication techniques such as the use of strong, dual-factor authentication. DPR requires that any and all remote support be conducted from within the United States unless otherwise specifically approved in writing.

18.4. DPR requires data confidentiality, as through the use of standardized and widely distributed tools such as Secure Sockets Layer (SSL). DPR requires data confidentiality, integrity and non-repudiation of transactions. DPR expects the transactions to be protected in transit through the use of either private leased-lines or VPNs. Full audit trails shall be maintained for all transactions. Access controls shall also be strictly enforced and audited.

18.5. The security requirements of this section shall continue to apply to all DPR data and information in the possession of the Vendor after the expiration or cancellation of Agreement.

18.6. Privacy and Ownership of Information Protection is required.

18.6.1. Personal information obtained by the Vendor shall become and remain property of the DPR. At no time shall any information belonging to or intended for DPR be copied, disclosed, or retained by the Vendor or any party related to the Vendor for subsequent use in any transaction not authorized by DPR. The Vendor shall not use any personal information collected in connection with Agreement, issued from Agreement, for any purpose other than fulfilling the terms of Agreement. DPR is the Data Custodian of the data and shall approve, in advance, all access to that data. The Vendor does not have any ownership over data at any time. Privacy policies established by governmental agencies or state or federal law shall be complied with. Privacy policy statements shall be developed and may be amended from time to time by DPR and shall be appropriately displayed on Agency web pages. In particular, the Vendor shall provide sufficient security to protect the data of DPR. The Vendor may work with the State CM to identify the appropriate Data Custodians.

18.6.2. The Vendor will not access DPR User accounts, or DPR data, except:

- 18.6.2.1.** in the course of data center operations;
- 18.6.2.2.** in response to service or technical issues or;
- 18.6.2.3.** at DPR's written request.

18.7. Access to State Computer Networks

18.7.1. The Contractor shall not connect any of its own equipment to a State Local Area Network/Wide Area Network (LAN/WAN) without prior written approval by DPR.

18.7.2. The Vendor shall complete any necessary paperwork for security access to sign on at the DPR's site if access is granted to the State's LAN/WAN, as directed and coordinated with the State CM or as deemed appropriate by the DPR.

18.8. Physical Security

18.8.1. At all times at any DPR facility, the Vendor's personnel shall ensure cooperation with State site requirements, which includes being prepared to be escorted at all times and providing information for the State badge process. Each person who is an employee or agent of the Vendor or subcontractor and who is not in possession of a State badge, shall display his or her company identification badge at all times while on State premises.

Upon request of DPR personnel, each such employee or agent shall provide additional photo identification.

18.9. Audit Functions

18.9.1. The Vendor shall define the parameters of a comprehensive security audit, such as the Statement on Auditing Standards No. 70. The Vendor shall arrange to have this audit conducted by an unbiased third party at no additional cost to the DPR. The Vendor shall provide the State its plan for correcting or remedying any audit exceptions identified as a result of the security audit promptly, and in no event later than, sixty (60) days of completion of the audit.

18.9.2. The Vendor shall allow DPR to audit conformance with the Agreement terms and test for vulnerabilities. DPR may perform this audit or contract with a third party at its discretion.

19. Service Level Agreements (SLAs)

19.1. DPR, in conjunction with the Vendor, shall establish SLAs for the development and on-going operations of the application. This SLA shall address performance of PMP application and availability. Availability includes the hardware, system software, telecommunications and shared interface applications.

19.2. The Vendor shall provide DPR with monthly compliance reports for the SLAs. The Vendor shall provide performance data to DPR based upon a mutually agreed upon schedule, to be determined during the implementation phase. DPR shall have access to all performance data, in raw and processed form, for the purpose of SLA verification.

19.3. Application Availability

19.3.1. The Vendor shall ensure maximum performance of the PMP including isolation from other applications on the host server.

19.4. Availability

19.4.1. The DPR's PMP application shall be operational and available to Customers 24 hours a day, 365 days per year.

19.4.2. The Vendor shall work with DPR to schedule and coordinate scheduled downtime.

19.4.3. Downtime shall be scheduled during off-hours and shall be requested from DPR for approval with at least seven (7) day advance notice.

19.5. Network and Server Performance Measurement

19.5.1. The Vendor shall monitor and measure service thresholds (performance monitoring reports) facilitated by network management and monitoring tools.

19.5.2. When service thresholds are exceeded, the Vendor shall immediately notify DPR and begin work to resolve the performance issue.

19.5.3. The Vendor shall provide performance monitoring reports to DPR via a cloud computing document management application.

19.5.4. The Vendor shall provide DPR with access to a screening room for performance monitoring reports.

19.5.5. The Vendor shall allow DPR access to system logs, latency statistics and other information that affect its data and or processes.

19.6. Disaster Recovery

19.6.1. The Vendor shall provide an alternative processing arrangement adequate to resume processing services within seventy-two (72) hours, in the event the Hosted site or equipment is unavailable due to human error, equipment failure, man-made or natural disaster.

19.7. Performance Monitoring and Problem Resolution

19.7.1. The Vendor shall perform maintenance at times that will not adversely impact daily operations. The Vendor shall coordinate maintenance schedules and procedures based on the State's requirements.

20. Contract Terms and Conditions

20.1. General Information

20.1.1. The term of this Agreement between the Vendor and DPR shall be for three (3) years, from the above effective date, and may be extended for three (3) extensions for a period of one (1) year for each extension.

20.1.2. The Vendor shall promptly execute this Agreement within twenty (20) days after award of Agreement.

20.1.3. The Vendor is not to begin any service prior to receipt of a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the Vendor.

20.2. Collusion or Fraud

20.2.1. Any evidence of agreement or collusion of the Vendor acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, shall render this Agreement with such Vendor void.

20.3. Lobbying and Gratuities

20.3.1. Lobbying or providing gratuities shall be strictly prohibited

20.4. Solicitation of State Employees

20.4.1. State of Delaware employees may be legally prohibited from accepting employment with the Vendor or sub vendor under certain circumstances. The Vendor may not knowingly employ a person who cannot legally accept employment under state or federal law. If the Vendor discovers that it has done so, then the Vendor shall terminate that employment immediately.

21. Confidential Information

To the extent permissible under the Delaware Freedom of Information Act, 29 Del. C. § 10001, et seq., the parties to this Agreement shall preserve in strict confidence any data information reports or documents obtained, assembled or prepared in connection with the performance of this Agreement. If the Vendor receives a FOIA request for any document or any information pertaining to this Agreement; in any form, Vendor shall promptly notify DPR of such request.

22. General Contract Terms

22.1. Independent Vendors

22.1.1. The parties to the Agreement shall be independent of one another, and nothing herein shall be deemed to cause Agreement to create an agency, partnership, joint venture or employment relationship between the parties hereto. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

22.1.2. DPR shall determine as to the location of work for the contractual support personnel during the project period. DPR shall provide working space and sufficient supplies and material to allow the performance of the Vendor's services.

23. Non-Appropriation

23.1. In the event the Delaware General Assembly fails to appropriate sufficient funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of DPR 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 such funds.

24. Licenses and Permits

24.1. The Vendor shall be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of Agreement shall be borne by the Vendor. The Vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C. CH. 21*.

24.2. The Vendor shall either furnish DPR with proof of State of Delaware Business Licensure or initiate the process of application when required. An application for such license shall be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department.

25. Indemnification; Limitation of Liability

25.1. General Indemnification

25.1.1. The Vendor agrees it shall indemnify and otherwise defend, DPR, the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the Vendor, its agents and employees' and sub vendors' performance of work or services in connection with Agreement,, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, solely or in part, to DPR, its employees or agents.

25.1.2. Proprietary Rights Indemnification

25.1.2.1. Vendor shall warrant that all elements of its application, including all equipment, software, documentation, services and deliverables, do not and shall not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, DPR

shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

25.1.2.2. If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively "Products") is or in Vendor's reasonable judgment is likely to be, held to constitute an infringing product, Vendor shall at its expense and option either:

- 25.1.2.2.1. Procure the right for DPR to continue using the Product(s);
- 25.1.2.2.2. Replace the product with a non-infringing equivalent that satisfies all the requirements of Agreement; or
- 25.1.2.2.3. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of Agreement,, or only alters the Product(s) to a degree that the State of DPR agrees to and accepts in writing.

26. Insurance

26.1. Vendor acknowledges and recognizes that it is operating as an independent Vendor and 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, to include alleged violations of privacy, arising out of the Vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.

26.2. The vendor and its sub vendors and sub contractors shall maintain such insurance as shall protect against claims under the Delaware Worker's Compensation Act and from any other claims by their employees, for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent Vendor and any sub vendor is not an employee of the State of Delaware.

26.3. During the term of this contract, the vendor shall, at its own expense, carry insurance minimum limits as follows:

a.	General Liability	\$1,000,000
b.	Professional Liability	\$5,000,000

If the contractual service requires the transportation of departmental clients or staff, the vendor shall, in addition to the above coverage, secure at its own expense the following coverage:

a.	Automotive Liability Combined Single Limit (Each Accident)	\$1,000,000
----	---	-------------

26.4. The Vendor shall provide a certificate of insurance as proof that the Vendor has purchase such insurance.

27. Performance Requirements

27.1. The Vendor shall warrant that it possesses, or has arranged through sub Vendors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

28. Warranty

28.1. The Vendor shall provide a warranty that the deliverables provided pursuant to Agreement, shall function as designed for so long as Agreement shall remain in effect. The warranty shall require the Vendor to correct, at its own expense, the setup, configuration, customizations or modifications so said system functions according to the DPR's requirements.

29. Penalties

If Vendor breaches this Agreement, Vendor shall pay all damages sustained by DPR as a result of such breach, plus all consequential damages including but not limited to any increased cost associated with securing of a substitute Vendor. If DPR breaches Agreement, DPR shall pay to Vendor all cost incurred up to the time of the breach.

30. Termination for Cause

30.1. If for any reasons, or through any cause, the Vendor fails to fulfil in a timely and proper manner its obligations under Agreement,, or if the Vendor violates any of the covenants, agreements or stipulations of Agreement,, DPR shall thereupon have the right to terminate Agreement, by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination, In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Vendor under Agreement, shall, at the option of DPR, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is useable to DPR.

30.2. In the event of termination of the contract, the Vendor shall implement an orderly return of DPR assets and the subsequent secure disposal of DPR assets.

30.3. DPR shall be entitled to any post-termination assistance generally made available with respect to the Services unless a unique data retrieval arrangement has been established as part of the Service Level Agreement.

31. Termination for Convenience

31.1. DPR may terminate Agreement, at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Vendor under Agreement, shall, at the option of DPR, become the property of DPR, and the Vendor shall be entitled to compensation for any satisfactory work completed on such documents and other materials which are useable to DPR. If Agreement is terminated by DPR as so provided, the Vendor shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Vendor as covered by Agreement, less payments of compensation previously made. Provided however, that if less than 60 percent of the services covered by Agreement, have been performed upon the effective date of termination, the Vendor shall be reimbursed (in addition to the above payment) for that portion of actual out of pocket expenses (not otherwise reimbursed under Agreement,) incurred by the Vendor during Agreement, period which are directly attributable to the uncompleted portion of the services covered by Agreement.

31.2. In the event of termination of the contract, the Vendor shall implement an orderly return of DPR assets and the subsequent secure disposal of DPR assets.

31.3. DPR shall be entitled to any post-termination assistance generally made available with respect to the Services unless a unique data retrieval arrangement has been established as part of the Service Level Agreement.

32. Non-discrimination

32.1. In performing the services subject to this Agreement the vendor agrees that it shall not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practices. Failure to comply with this provision constitutes a material breach of contract.

32.2. Covenant against Contingent Fees

32.2.1. The Vendor shall warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty DPR shall have the right to annul Agreement, without liability or at its discretion and to deduct from Agreement, price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

32.3. Vendor Activity

32.3.1. No task under Agreement shall be executed in an off shore facility, either by a subcontracted firm or a foreign office or division of the Vendor. The Vendor shall attest to the fact that no activity shall take place outside of the United States.

32.4. Work Product

32.4.1. All materials and products developed under the executed contract by the vendor are the sole and exclusive property of DPR. The Vendor shall seek written permission to use any product created under Agreement for the benefit on non-parties.

32.5. Contract Documents

32.5.1. The purchase order, the executed contract and any supplemental agreements between DPR and the Vendor shall constitute Agreement, between DPR and the Vendor, to the extent that the Vendor's response to the RFP is not inconsistent with the provision of this Agreement, then such response shall be deemed incorporated into this Agreement. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: Agreement, DPR's RFP, Vendor's response to the RFP and purchase order. No other documents shall constitute a part of this Agreement, unless incorporated herein, by reference. These documents shall constitute the entire agreement between DPR and the vendor.

32.6. Applicable Law

32.6.1. The laws of the State of Delaware shall apply, except where Federal Law has precedence. The Vendor consents to jurisdiction and venue in the State of Delaware, for all suits in law and equity.

32.6.2. Vendor certifies that it is in compliance with all federal, state and local laws applicable to its activities and obligations including:

- 32.6.2.1.1.1. The laws of the State of Delaware;
- 32.6.2.1.1.2. The applicable provisions of the Federal Civil Rights Act of 1964;
- 32.6.2.1.1.3. The Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- 32.6.2.1.1.4. A condition that Agreement, submitted was independently arrived at, without collusion, under penalty of perjury; and
- 32.6.2.1.1.5. That programs, services, and activities provided to the general public under this Agreement conform to the Americans with Disabilities Act of 1990, and regulations issued thereunder by the federal government.

32.6.3. If the Vendor fails to comply with 32.6.2.1.1.1 to 32.6.2.1.1.5 of this paragraph, DPR reserves the right to terminate Agreement or consider the Vendor in default.

32.6.4. The Vendor shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws and County and local ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

33. Termination of any service or agreement in entirety

33.1. In the event of termination this Agreement, the Vendor shall not take any action to intentionally erase any DPR data for a period of ninety (90) days after the effective date of termination. After such ninety (90) day period, the Vendor shall have no obligation to maintain or provide any DPR data and shall thereafter, unless legally prohibited, and may delete all DPR data in its systems or otherwise in its possession or under its control.

34. Other General Conditions

34.1. Current Version

34.1.1. "Packaged" application and system software shall be the most current version generally available as of the date of the physical installation of the software.

34.2. Current Manufacture

34.2.1. Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of

such equipment and shall be the manufacturer's latest design. All material and equipment offered shall be new and unused.

34.3. Volumes and Quantities

34.3.1. Activity volume estimates and other quantities have been reviewed for accuracy; however, they shall be subject to change.

34.4. Prior Use

34.4.1. DPR reserves the right to use equipment and material furnished under this Agreement prior to final acceptance. Such use shall not constitute acceptance of such material or any part thereof by the DPR.

34.5. Status Reporting

34.5.1. The Vendor shall be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.

34.6. Regulations

34.6.1. All equipment, software and services shall meet all applicable local, State and Federal regulations in effect on the date of the Agreement.

34.7. Changes

34.7.1. No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered shall be effective without the prior written consent of DPR.

35. No Press Releases or Public Disclosure

35.1. Vendors shall not release any information about this Agreement. DPR reserves the right to pre-approve any news or advertising releases concerning this Agreement, the resulting contract, the work performed, or any reference to the State of Delaware or DPR with regard to any project or contract performance. Any such news or advertising releases pertaining to this Agreement shall require the prior express written permission of DPR.

36. Definitions of Requirements

36.1. To prevent any confusion about identifying requirements in this Agreement, the following definition is offered: The words *shall*, *will* and/or *must* are used to

designate a mandatory requirement. Vendors shall comply with all mandatory requirements contained in this Agreement.

37. Production Environment Requirements

37.1. DPR requires that all hardware, system software products, and application software products included in proposals shall be currently in use in a production environment by a least three other customers, have been in use for at least six months, and have been generally available from the manufacturers for a period of six months. Unreleased or beta test hardware, system software, or application software shall not be acceptable. Vendor hereby warrants that Vendor has no knowledge that any such manufacturer will discontinue such products during the terms of the Agreement.

38. Payment for Services and Expenses

- 38.1. The term of the initial contract shall be from _____, 2011 and shall continue in effect unless modified by mutual agreement of both parties.
- 38.2. The term of Agreement, between the Vendor and the DPR shall be for three (3) years and may be extended for three (3) extensions for a period of one (1) year for each extension.
- 38.3. DPR's obligation to Vendor for the performance of services described in this Agreement shall not exceed: \$378,492.97.
- 38.3.1. Total Implementation Cost: \$93,146.03
- 38.3.2. Annual Operation Cost: \$110,456.85
- 38.4. It is expressly understood that the work described in this Agreement shall be completed by the Vendor in order to receive payment.
- 38.5. Vendor shall submit invoices to DPR in sufficient detail, to permit meaningful review. Invoices shall be payable upon receipt and in no event later than thirty (30) days of receipt.
- 38.6. In the event DPR disputes a portion of an invoice, DPR agrees to pay the undisputed portion of the invoice within thirty (30) days of receipt. The parties shall negotiate, in good faith, any disputed portion of any invoice.
- 38.7. The Vendor agrees that any submission by or on the behalf of Vendor of any claim for payment by DPR shall constitute certification by Vendor that the services or items which payment is claimed were actually rendered by Vendor or its agents, and that all information submitted in reports shall become due and payable as a consequence of this Agreement.
- 38.8. DPR shall subtract from any payment made to Vendor all damages, costs and expenses caused by Vendor's negligence, resulting from or arising out of error or omissions in Vendor's work product or work, which have not been previously paid.
- 38.9. No charges other than as specified in the Vendor's response to Agreement, shall be allowed without written consent of DPR.
- 38.10. Payments for services shall not be made in advance of work performed.

38.11. Invoices shall be submitted to:
Division of Professional Regulation
861 Silver Lake Blvd.
Attention: Accounts Payable
Dover, DE 19904

39. This Agreement may be amended in writing, from time to time by both parties, when agreed.
40. All official notices required in Agreement, shall be provided in writing to the following persons:

Notices under this Agreement shall be sent to the Director:

**Director Division of Professional Regulation
861 Silver Lake Blvd.
Suite 203
Dover, DE 19904**

Notices to Vendor:

Health Information Designs, Inc.
Director of Business Development
391 Industry Drive
Auburn, AL 36832

IN WITNESS TO THEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

State of Delaware
Department of State
Division of Professional Regulation

Witness
11/15/11
Date

Name & Title
11/15/11
Date

Health Information Design (HID)

Witness
11-7-11
Date

President & CEO
Name & Title
11-7-11
Date

